



A1. CONTRACT ADVISOR

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Architectural and Engineering Services

Request for Proposals (RFP)

for

Performance of the Work described in Annex "A" – Statement of Work of the draft contract.

A2. TITLE Architectural & Engineering (A&E) Services for the Seismic Upgrade of the Main Chancery of the High Commission of Canada to Barbados		
A3. SOLICITATION NUMBER 22-209394	A4. PROJECT NUMBER B-BDGTN-850	A5. DATE May 02, 2022
A6. RFP DOCUMENTS <ol style="list-style-type: none"> 1. Request for Proposals (RFP) title page 2. Definitions (Section "I") 3. Submission Requirements (Section "II") 4. Evaluation and Basis of Selection (Section "III") 5. Price Proposal (Section "IV") 6. General Instructions (Section "V") 7. Certifications Precedent to Contract Award (Section "VI") 8. Submission Checklist (Section "VII") 9. Draft Contract (Section "VIII") <p>In the event of discrepancies, inconsistencies or ambiguities of the wording of these documents, the document that appears first on the above list shall prevail.</p>		
A7. PROPOSAL DELIVERY <p>In order for the proposal to be valid, it must be received no later than 14h00 Eastern Daylight Time (EDT) on June 01, 2022 referred to herein as the "Closing Date".</p> <p>Electronic proposals must be sent only to the following email address: realproperty-contracts@international.gc.ca</p>		
A8. PRICE PROPOSAL <p>All the information required in section 3.5 must appear in Section "IV" - Price Proposal ONLY and included in a separate attachment named "Price Proposal". Failure to comply may result in the proposal being declared non-compliant and rejected from further consideration.</p>		
A9. ENQUIRIES <p>All enquiries or issues concerning this RFP must be submitted in writing to the Contract Advisor no later than three (3) calendar days prior to the Closing Date and Time in order to allow sufficient time to provide a response.</p>		
A10. LANGUAGE <p>Proposals shall be submitted in English or French.</p>		
A11. CONTRACT DOCUMENTS <p>The draft contract which the selected Bidder will be expected to execute is included with this RFP. Bidders are advised to review it in detail and identify any problematic clauses to the Contract Advisor in accordance with A9 - Enquiries. Her Majesty reserves the right not to make any amendment(s) to the Contract Documents.</p>		

SECTION "I" – DEFINITIONS



1.0 DEFINITIONS

1.1 Request for Proposals

Her Majesty the Queen in right of Canada ("Her Majesty"), represented by the Minister of Foreign Affairs ("The Minister"), is inviting Bidders to submit proposals to provide Architectural and Engineering (A&E) services pursuant to this Request for Proposals (RFP).

1.2 The Bidder

An entity, whether a firm or individual, that submits a proposal on behalf of a consultant team will be referred to as the "Bidder". A consultant team is defined as the team of consultants, specialists and other firms, including the Bidder, proposed to perform the services required. If the Bidder subcontracts parts of the Work to other individuals or firms, the Bidder is legally responsible for all of the Work. In the case of a joint venture, one of the parties must be designated as the Bidder who represents the other members of the joint venture in contractual and operational matters. Where the Bidder is a joint venture, all parties in the joint venture will be held jointly and severally liable for all obligations and undertakings entered into pursuant to any subsequent contract that may arise.

1.3 Bidder - Consultant

For readability, clarity and ease of reference of the narrative that follows, the term "Bidder" is used to identify all entities responding to this RFP. The Bidder responding to this RFP who is selected to carry out the Work is identified as the "Consultant".

1.4 Professional and Technical Services

The Minister seeks to enhance its presence through excellence of design and quality of construction in its Missions abroad. The successful Commissioning Firm, as Consultant, will provide all professional and technical services as described and required in Annex "A" – Statement of Work of the attached draft contract and all Appendices, including design, production of construction tender documents, advice on Contractor selection and award, construction supervision and all other control and administrative services, as described in this RFP, and generally associated with implementing the project (the "Project").

1.5 Bidder's Team

Unless previously authorized in writing by The Minister, the composition of the Bidder's Team actually performing the Work must be identical to the one identified in their proposal. Bidders must use the same professionals named in this proposal and in the same roles and responsibilities as presented in their proposal.

1.6 Proposal Forms Part of A&E Services Contract

All Requirements, Provisions and Submissions of the RFP phase of this Project, including the Successful Proposal as it relates to the performance of the Work which is the subject of the Project, shall become a part of the A&E Services Contract between the Consultant and Her Majesty.



SECTION "II" – SUBMISSION REQUIREMENTS

2.0 SUBMISSION OF PROPOSAL

- 2.1 Proposals must be received by The Department of Foreign Affairs, Trade and Development (DFATD) at the email address identified and by the date and time specified on page 1 of the solicitation.
- 2.2 Bidders should ensure that their name and the solicitation number is clearly referenced in the email subject line. It is the responsibility of the Bidder to confirm that their submission has been received on time and to the correct email address.
- 2.3 More than one (1) e-mail can be sent if necessary. If the same file is sent twice, the latest file received will be used for evaluation purposes and the previous one(s) will not be opened.
- 2.4 Her Majesty requests that Bidders provide their electronic proposals in Portable Document Format (.pdf) software application files or Microsoft office version 2003 or greater files.
- 2.5 Bidders should follow the specifications format instructions described below, during the preparation of their proposal:
- Minimum type face of 10 points.
 - All material be formatted to print on 8.5" x 11" or A4 paper.
 - For clarity and comparative evaluation, the Bidder should respond using the same subject headings and numbering structure as in this RFP document.
- 2.6 Proposals may be modified or resubmitted only before the solicitation Closing Date and Time, and must be done in writing. The latest proposal received will supersede any previously received proposals.
- 2.7 Her Majesty will take no responsibility if a proposal is not received on time because the e-mail was refused by a server for the following reasons:
- The size of attachments exceeds 10 MB.
 - The e-mail was rejected or put in quarantine because it contains executable code (including macros).
 - The e-mail was rejected or put in quarantine because it contains files that are not accepted by DFATD server, such as, but not limited to, .rar, encrypted .zip, encrypted .pdf, .exe., etc.
- 2.8 Links to an online storage service (such as Google Drive™, Dropbox™, etc.) or to another website, a File Transfer Protocol (FTP) service access, or any other mean of transferring files, will not be accepted. All documents submitted must be attached to the e-mail.
- 2.9 It is strongly recommended that Bidders confirm with the Contract Advisor that their complete proposal was received. For this same reason, it is recommended that in cases where more than one e-mail containing documents comprising the quote is submitted, the emails be numbered and the total number of emails sent in response to the solicitation also be identified.
- 2.10 Her Majesty requires that each proposal, at Closing Date and Time or upon request from the Contract Advisor, be signed by the Bidder or by an authorized representative of the Bidder. If any required signature(s) are not submitted as requested, the Contract Advisor may inform the Bidder of a time frame within which to provide the signature(s). Failure to comply with the request of the Contract Advisor and to provide the signature(s) within the time frame provided may render the proposal non-responsive.
- 2.11 It is the Bidder's responsibility to:
- obtain clarification of the requirements contained in the RFP, if necessary, before submitting a proposal;
 - prepare its proposal in accordance with the instructions contained in the RFP;
 - submit by Closing Date and Time a complete proposal;
 - send its proposal only to the email address specified on page 1 of the bid solicitation;
 - ensure that the Bidder's name, and the solicitation number are in the subject line of the email containing the proposal; and,
 - provide a comprehensible and sufficiently detailed proposal, including all requested pricing details, that will permit a complete evaluation in accordance with the criteria set out in the RFP.



- 2.12** Unless specified otherwise in the RFP, Her Majesty will evaluate only the documentation provided with a Bidder's proposal. Her Majesty will not evaluate information such as references to Web site addresses where additional information can be found, or technical manuals or brochures not submitted with the proposal.
- 2.13** Joint Ventures will not be considered for this requirement.
- 2.14** A proposal cannot be assigned or transferred in whole or in part.



SECTION "III" – EVALUATION AND BASIS OF SELECTION

3.0 PHASED BID COMPLIANCE PROCESS (PBCP)

3.0.1 General

- (a) Canada is conducting the PBCP described below for this requirement.
- (b) Notwithstanding any review by Canada at Phase I or II of the PBCP, Bidders will remain solely responsible for the accuracy, consistency and completeness of their Bids and Canada does not undertake, by reason of this review, any obligations or responsibility for identifying any or all errors or omissions in Bids or in responses by a Bidder to any communication from Canada.

THE BIDDER ACKNOWLEDGES THAT THE REVIEWS IN PHASE I AND II OF THIS PBCP ARE PRELIMINARY AND DO NOT PRECLUDE A FINDING IN PHASE III THAT THE BID IS NON-RESPONSIVE, EVEN FOR MANDATORY REQUIREMENTS WHICH WERE SUBJECT TO REVIEW IN PHASE I OR II AND NOTWITHSTANDING THAT THE BID HAD BEEN FOUND RESPONSIVE IN SUCH EARLIER PHASE. CANADA MAY DEEM A BID TO BE NON-RESPONSIVE TO A MANDATORY REQUIREMENT AT ANY PHASE.

THE BIDDER ALSO ACKNOWLEDGES THAT ITS RESPONSE TO A NOTICE OR A COMPLIANCE ASSESSMENT REPORT (CAR) (EACH DEFINED BELOW) IN PHASE I OR II MAY NOT BE SUCCESSFUL IN RENDERING ITS BID RESPONSIVE TO THE MANDATORY REQUIREMENTS THAT ARE THE SUBJECT OF THE NOTICE OR CAR, AND MAY RENDER ITS BID NON-RESPONSIVE TO OTHER MANDATORY REQUIREMENTS.

- (c) Canada may, in its discretion, request and accept at any time from a Bidder and consider as part of the Bid, any information to correct errors or deficiencies in the Bid that are clerical or administrative, such as, without limitation, failure to sign the Bid or any part or to checkmark a box in a form, or other failure of format or form or failure to acknowledge; failure to provide a procurement business number or contact information such as names, addresses and telephone numbers; inadvertent errors in numbers or calculations that do not change the amount the Bidder has specified as the price or of any component thereof that is subject to evaluation. This shall not limit Canada's right to request or accept any information after the bid solicitation closing in circumstances where the bid solicitation expressly provides for this right. The Bidder will have the time period specified in writing by Canada to provide the necessary documentation. Failure to meet this deadline will result in the Bid being declared non-responsive.

- (d) The PBCP does not limit Canada's rights under this RFP nor Canada's right to request or accept any information during the solicitation period or after bid solicitation closing in circumstances where the bid solicitation expressly provides for this right, or in the circumstances described in subsection (c).

- (e) Canada will send any Notice or CAR by any method Canada chooses, in its absolute discretion. The Bidder must submit its response by the method stipulated in the Notice or CAR. Responses are deemed to be received by Canada at the date and time they are delivered to Canada by the method and at the address specified in the Notice or CAR. An email response permitted by the Notice or CAR is deemed received by Canada on the date and time it is received in Canada's email inbox at Canada's email address specified in the Notice or CAR. A Notice or CAR sent by Canada to the Bidder at any address provided by the Bidder in or pursuant to the Bid is deemed received by the Bidder on the date it is sent by Canada. Canada is not responsible for late receipt by Canada of a response, however caused.

3.0.2 Phase I: Financial Bid

- (a) After the closing date and time of this bid solicitation, Canada will examine the Bid to determine whether it includes a Financial Bid and whether any Financial Bid includes all information required by the solicitation. Canada's review in Phase I will be limited to identifying whether any information that is required under the bid solicitation to be included in the Financial Bid is missing from the Financial Bid. This review will not assess whether the Financial Bid meets any standard or is responsive to all solicitation requirements.



(b) Canada's review in Phase I will be performed by officials of the Department of Foreign Affairs, Trade and Development.

(c) If Canada determines, in its absolute discretion that there is no Financial Bid or that the Financial Bid is missing all of the information required by the bid solicitation to be included in the Financial Bid, then the Bid will be considered non-responsive and will be given no further consideration.

(d) For Bids other than those described in c), Canada will send a written notice to the Bidder ("Notice") identifying where the Financial Bid is missing information. A Bidder, whose Financial Bid has been found responsive to the requirements that are reviewed at Phase I, will not receive a Notice. Such Bidders shall not be entitled to submit any additional information in respect of their Financial Bid.

(e) The Bidders who have been sent a Notice shall have the time period specified in the Notice (the "Remedy Period") to remedy the matters identified in the Notice by providing to Canada, in writing, additional information or clarification in response to the Notice. Responses received after the end of the Remedy Period will not be considered by Canada, except in circumstances and on terms expressly provided for in the Notice.

(f) In its response to the Notice, the Bidder will be entitled to remedy only that part of its Financial Bid which is identified in the Notice. For instance, where the Notice states that a required line item has been left blank, only the missing information may be added to the Financial Bid, except that, in those instances where the addition of such information will necessarily result in a change to other calculations previously submitted in its Financial Bid, (for example, the calculation to determine a total price), such necessary adjustments shall be identified by the Bidder and only these adjustments shall be made. All submitted information must comply with the requirements of this solicitation.

(g) Any other changes to the Financial Bid submitted by the Bidder will be considered to be new information and will be disregarded. There will be no change permitted to any other Section of the Bidder's Bid. Information submitted in accordance with the requirements of this solicitation in response to the Notice will replace, in full, only that part of the original Financial Bid as is permitted above, and will be used for the remainder of the bid evaluation process.

(h) Canada will determine whether the Financial Bid is responsive to the requirements reviewed at Phase I, considering such additional information or clarification as may have been provided by the Bidder in accordance with this Section. If the Financial Bid is not found responsive for the requirements reviewed at Phase I to the satisfaction of Canada, then the Bid shall be considered non-responsive and will receive no further consideration.

(i) Only Bids found responsive to the requirements reviewed in Phase I to the satisfaction of Canada, will receive a Phase II review.

3.0.3 Phase II: Technical Bid

(a) Canada's review at Phase II will be limited to a review of the Technical Bid to identify any instances where the Bidder has failed to meet any Eligible Mandatory Criterion. This review will not assess whether the Technical Bid meets any standard or is responsive to all solicitation requirements. Eligible Mandatory Criteria are all mandatory technical criteria that are identified in this solicitation as being subject to the PBCP. Mandatory technical criteria that are not identified in the solicitation as being subject to the PBCP, will not be evaluated until Phase III.

(b) Canada will send a written notice to the Bidder (Compliance Assessment Report or "CAR") identifying any Eligible Mandatory Criteria that the Bid has failed to meet. A Bidder whose Bid has been found responsive to the requirements that are reviewed at Phase II will receive a CAR that states that its Bid has been found responsive to the requirements reviewed at Phase II. Such Bidder shall not be entitled to submit any response to the CAR.

(c) A Bidder shall have the period specified in the CAR (the "Remedy Period") to remedy the failure to meet any Eligible Mandatory Criterion identified in the CAR by providing to Canada in writing additional or different information or clarification in response to the CAR. Responses received after the end of the Remedy Period will not be considered by Canada, except in circumstances and on terms expressly provided for in the CAR.



(d) The Bidder's response must address only the Eligible Mandatory Criteria listed in the CAR as not having been achieved, and must include only such information as is necessary to achieve such compliance. Any additional information provided by the Bidder which is not necessary to achieve such compliance will not be considered by Canada, except that, in those instances where such a response to the Eligible Mandatory Criteria specified in the CAR will necessarily result in a consequential change to other parts of the Bid, the Bidder shall identify such additional changes, provided that its response must not include any change to the Financial Bid.

(e) The Bidder's response to the CAR should identify in each case the Eligible Mandatory Criterion in the CAR to which it is responding, including identifying in the corresponding section of the original Bid, the wording of the proposed change to that section, and the wording and location in the Bid of any other consequential changes that necessarily result from such change. In respect of any such consequential change, the Bidder must include a rationale explaining why such consequential change is a necessary result of the change proposed to meet the Eligible Mandatory Criterion. It is not up to Canada to revise the Bidder's Bid, and failure of the Bidder to do so in accordance with this subparagraph is at the Bidder's own risk. All submitted information must comply with the requirements of this solicitation.

(f) Any changes to the Bid submitted by the Bidder other than as permitted in this solicitation, will be considered to be new information and will be disregarded. Information submitted in accordance with the requirements of this solicitation in response to the CAR will replace, in full, only that part of the original Bid as is permitted in this Section.

(g) Additional or different information submitted during Phase II permitted by this section will be considered as included in the Bid, but will be considered by Canada in the evaluation of the Bid at Phase II only for the purpose of determining whether the Bid meets the Eligible Mandatory Criteria. It will not be used at any Phase of the evaluation to increase any score that the original Bid would achieve without the benefit of such additional or different information. For instance, an Eligible Mandatory Criterion that requires a mandatory minimum number of points to achieve compliance will be assessed at Phase II to determine whether such mandatory minimum score would be achieved with such additional or different information submitted by the Bidder in response to the CAR. If so, the Bid will be considered responsive in respect of such Eligible Mandatory Criterion, and the additional or different information submitted by the Bidder shall bind the Bidder as part of its Bid, but the Bidder's original score, which was less than the mandatory minimum for such Eligible Mandatory Criterion, will not change, and it will be that original score that is used to calculate any score for the Bid.

(h) Canada will determine whether the Bid is responsive for the requirements reviewed at Phase II, considering such additional or different information or clarification as may have been provided by the Bidder in accordance with this Section. If the Bid is not found responsive for the requirements reviewed at Phase II to the satisfaction of Canada, then the Bid shall be considered non-responsive and will receive no further consideration.

(i) Only Bids found responsive to the requirements reviewed in Phase II to the satisfaction of Canada, will receive a Phase III evaluation.

3.0.4 Phase III: Final Evaluation of the Bid

(a) In Phase III, Canada will complete the evaluation of all Bids found responsive to the requirements reviewed at Phase II. Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.

(b) A Bid is non-responsive and will receive no further consideration if it does not meet all mandatory evaluation criteria of the solicitation.



3.1 TECHNICAL EVALUATION

- 3.1.1** The evaluation will be based solely on the content of the responses and any correctly submitted amendment. No assumptions should be made that Her Majesty has any previous knowledge of the Bidders' qualifications other than that supplied pursuant to this RFP.
- 3.1.2** In their technical offer, Bidders should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work. Bidders should demonstrate their capability and describe their approach in a thorough, concise and clear manner for carrying out the Work.
- 3.1.3** The technical bid should address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the bid will be evaluated. Simply repeating the statement contained in the bid solicitation is not sufficient. In order to facilitate the evaluation of the bid, Canada requests that Bidders address and present topics in the order of the evaluation criteria under the same headings. To avoid duplication, Bidders may refer to different sections of their bids by identifying the specific paragraph and page number where the subject topic has already been addressed.
- 3.1.4** Proposals will be evaluated against the mandatory criteria and point rated criteria listed below. Bidders must meet every mandatory criterion to be further evaluated. Bids which fail to meet one or more mandatory criteria will be declared non-responsive.
- 3.1.5** Proposals must identify the qualifications and experience of the Company as well as the proposed resource personnel to carry the tasks by systematically addressing each of the requirements as detailed below.
- 3.1.6** The evaluation will be based solely on the content of the responses and any correctly submitted amendment. No assumptions should be made that Her Majesty has any previous knowledge of the Bidders' qualifications other than that supplied pursuant to this RFP.
- 3.1.7** The Bidder's Technical response must not exceed 45 single single-sided pages of 8½ "x 11" paper, minimum type face 10 pts., including organization charts and schedule. Copies of required certificates and licences, curricula vitae and title pages are not included in the 45-page limit. Material exceeding the 45 single page maximum will NOT be considered.

3.2 BASIS OF SELECTION - LOWEST PRICE PER POINT

1. To be declared responsive, a bid must:
 - a. comply with all the requirements of the bid solicitation; and
 - b. meet all mandatory criteria; and
 - c. obtain the required minimum of 96 points overall for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of 160 points.
2. Bids not meeting (a) or (b) or (c) will be declared non-responsive. Neither the responsive bid that receives the highest number of points nor the one that proposed the lowest price will necessarily be accepted. The responsive bid with the lowest evaluated price per point will be recommended for award of a contract.

3.3 MANDATORY TECHNICAL CRITERIA

The Phased Bid Compliance Process will apply to all Mandatory Technical Criteria.

The Bidders should use the tables below to provide the information requested.

In the context of this solicitation, "completed" means the achievement of "substantial completion" or project "handover".



Refer to GI18 Classes of Office Space: Definitions below for characteristics of Class “A” office buildings.

In the event that the Bidder submits more than three (3) projects, only the first three (3) projects listed, in sequence, will be evaluated and rated (with any other submitted projects not being evaluated or rated by Canada and being deemed not received by Canada).

MTC1 Corporate Experience

CORPORATE EXPERIENCE		
Item	Description	Compliance
MTC1	<p>Bidder must have provided A&E Consulting services on a minimum of three (3) Class “A” office building projects.</p> <p>Each project must have been started, and be completed, in the ten (10) years prior to bid closing date.</p> <p>Each project must have had a value, with construction and fit-up costs, in excess of 3,000,000 CAN\$.</p> <p>If the Contract is in a different currency than CAN\$, provide the amount in that currency and then use the current exchange rate at: https://www.xe.com/currencyconverter/ on the day of bid submission for the CAN\$ equivalent.</p>	<p>Bidder should complete three (3) project information tables below to demonstrate project experience.</p> <p>Bidders must show the following:</p> <ul style="list-style-type: none"> • Project and Client name and address; • Explanation of the project scope demonstrating A&E Consulting services to Class “A” office building projects; • Construction and fit-up costs in excess of 3,000,000 CAN\$; and • Demonstrate projects were started and completed in the ten (10) years prior to bid closing date.



MTC1 - PROJECT 1	
Project Title	
Project Location	City: Country:
Client	Company Name: Company Representative:
Class "A" office building projects	<input type="checkbox"/> Project is for a Class "A" office building
Project Cost	<input type="checkbox"/> Project cost is over 3,000,000 CAN\$ Project Cost (CAN\$): _____
Project Start and End Dates (start date must be after May 31, 2012)	<input type="checkbox"/> Project start date is after May 31, 2012 Date Project Started (year): _____ Date Project Completed (month, year): _____
Description Of Project Scope including the A&E Consulting services provided	



MTC1 - PROJECT 2	
Project Title	
Project Location	City: Country:
Client	Company Name: Company Representative:
Class "A" office building projects	<input type="checkbox"/> Project is for a Class "A" office building
Project Cost	<input type="checkbox"/> Project cost is over 3,000,000 CAN\$ Project Cost (CAN\$): _____
Project Start and End Dates (start date must be after May 31, 2012)	<input type="checkbox"/> Project start date is after May 31, 2012 Date Project Started (year): _____ Date Project Completed (month, year): _____
Description Of Project Scope including the A&E Consulting services provided	



MTC1 - PROJECT 3	
Project Title	
Project Location	City: Country:
Client	Company Name: Company Representative:
Class "A" office building projects	<input type="checkbox"/> Project is for a Class "A" office building
Project Cost	<input type="checkbox"/> Project cost is over 3,000,000 CAN\$ Project Cost (CAN\$): _____
Project Start and End Dates (start date must be after May 31, 2012)	<input type="checkbox"/> Project start date is after May 31, 2012 Date Project Started (year): _____ Date Project Completed (month, year): _____
Description Of Project Scope including the A&E Consulting services provided	



MTC2 Experience of Key Personnel

Bidder must demonstrate, through previous projects that the proposed key persons (Architect, Structural, Electrical and Mechanical Engineers, National Building Code of Canada Specialist, and Local Cost Management/Quantity Surveyor) possess the capabilities, experience, and skills required to deliver the services outlined in this RFP, regardless of their previous association with the business presenting the proposal. A Curriculum Vitae (CV) must be included for each position. NOTE: A single individual may be proposed to fulfil more than one (1) role.

The individuals carrying out the Work shall hold certifications appropriate to their profession and be fully licensed to practice their discipline.

Information to be submitted:

To facilitate evaluation, information on key resources must include:

- a) the area(s) of expertise of individuals being proposed and the role for which they will be responsible;
- b) the individuals' years of relevant experience;
- c) minimum of three (3) class "A" office building projects in the last 10 years; and
- d) their responsibilities on projects they have completed.

Bidder's must complete the grids below for each position.

MTC2.1 Architect

The Bidder must propose one (1) Architect who has a minimum of five (5) years of cumulative experience providing architectural design services as per the requirements of the National Building Code of Canada. The proposal must clearly demonstrate that the individual has worked as the principal Architect providing the aforementioned services on at least three (3) projects involving Class "A" office building projects.

MTC2.2 Structural Engineer

The Bidder must propose one (1) Structural Engineer who has a minimum of five (5) years of cumulative experience providing seismic structural design services as per the requirements of the National Building Code of Canada. The proposal must clearly demonstrate that the individual has worked as the key Structural Engineer providing the aforementioned services on at least three (3) projects involving Class "A" office building projects.

MTC2.3 Electrical Engineer

The Bidder must propose one (1) Electrical Engineer who has a minimum of five (5) years of cumulative experience providing electrical engineering services as per the requirements of the National Building Code of Canada. The proposal must clearly demonstrate that the individual has worked as the key Electrical Engineer providing the aforementioned services on at least three (3) projects involving Class "A" office building projects.

MTC2.4 Mechanical Engineer

The Bidder must propose one (1) mechanical Engineer who has minimum of five (5) years of cumulative experience providing mechanical engineering services as per the requirements of the National Building Code of Canada. The proposal must clearly demonstrate that the individual has worked as the key Mechanical Engineer providing the aforementioned services on at least three (3) projects involving Class "A" office building projects.

MTC2.5 National Building Code of Canada Specialist

The Bidder must propose one (1) National Building Code of Canada Specialist who has a minimum of (10) years of cumulative experience providing advice and recommendations regarding alternate solutions in the context of renovations of existing buildings, during which time they worked as a specialist consultant on at least five (5) projects involving Class "A" office building projects.



MTC2.6 Local Cost Planner/Quantity Surveyor

The Bidder must propose one (1) Cost planner/Quantity Surveyor (individual/firm) that has a minimum of (10) years of cumulative experience providing advice and recommendations regarding cost planning, cost management, and valuations of work in progress in the context of renovations of existing buildings, during which time they worked as a cost specialist on at least five (5) projects involving Class “A” office building projects **in the Barbados region.**



MTC2.1 - ARCHITECT: PROJECT 1	
Project Title	
Project Location	City: Country:
Client	Company Name: Company Representative:
Class "A" office building projects	<input type="checkbox"/> Project is for a Class "A" office building
Project Start and End Dates (start date must be after May 31, 2012)	<input type="checkbox"/> Project start date is after May 31, 2012 Date Project Started (year): _____ Date Project Completed (month, year): _____
Description of Project Scope including the responsibilities and services provided	



MTC2.1 - ARCHITECT: PROJECT 2	
Project Title	
Project Location	City: Country:
Client	Company Name: Company Representative:
Class "A" office building projects	<input type="checkbox"/> Project is for a Class "A" office building
Project Start and End Dates (start date must be after May 31, 2012)	<input type="checkbox"/> Project start date is after May 31, 2012 Date Project Started (year): _____ Date Project Completed (month, year): _____
Description of Project Scope including the responsibilities and services provided	



MTC2.1 - ARCHITECT: PROJECT 3	
Project Title	
Project Location	City: Country:
Client	Company Name: Company Representative:
Class "A" office building projects	<input type="checkbox"/> Project is for a Class "A" office building
Project Start and End Dates (start date must be after May 31, 2012)	<input type="checkbox"/> Project start date is after May 31, 2012 Date Project Started (year): _____ Date Project Completed (month, year): _____
Description of Project Scope including the responsibilities and services provided	



MTC2.2 - STRUCTURAL ENGINEER: PROJECT 1	
Project Title	
Project Location	City: Country:
Client	Company Name: Company Representative:
Class "A" office building projects	<input type="checkbox"/> Project is for a Class "A" office building
Project Start and End Dates (start date must be after May 31, 2012)	<input type="checkbox"/> Project start date is after May 31, 2012 Date Project Started (year): _____ Date Project Completed (month, year): _____
Description of Project Scope including the responsibilities and services provided	



MTC2.2 - STRUCTURAL ENGINEER: PROJECT 2	
Project Title	
Project Location	City: Country:
Client	Company Name: Company Representative:
Class "A" office building projects	<input type="checkbox"/> Project is for a Class "A" office building
Project Start and End Dates (start date must be after May 31, 2012)	<input type="checkbox"/> Project start date is after May 31, 2012 Date Project Started (year): _____ Date Project Completed (month, year): _____
Description of Project Scope including the responsibilities and services provided	



MTC2.2 - STRUCTURAL ENGINEER: PROJECT 3	
Project Title	
Project Location	City: Country:
Client	Company Name: Company Representative:
Class "A" office building projects	<input type="checkbox"/> Project is for a Class "A" office building
Project Start and End Dates (start date must be after May 31, 2012)	<input type="checkbox"/> Project start date is after May 31, 2012 Date Project Started (year): _____ Date Project Completed (month, year): _____
Description of Project Scope including the responsibilities and services provided	



MTC2.3 - ELECTRICAL ENGINEER: PROJECT 1	
Project Title	
Project Location	City: Country:
Client	Company Name: Company Representative:
Class "A" office building projects	<input type="checkbox"/> Project is for a Class "A" office building
Project Start and End Dates (start date must be after May 31, 2012)	<input type="checkbox"/> Project start date is after May 31, 2012 Date Project Started (year): _____ Date Project Completed (month, year): _____
Description of Project Scope including the responsibilities and services provided	



MTC2.3 - ELECTRICAL ENGINEER: PROJECT 2	
Project Title	
Project Location	City: Country:
Client	Company Name: Company Representative:
Class "A" office building projects	<input type="checkbox"/> Project is for a Class "A" office building
Project Start and End Dates (start date must be after May 31, 2012)	<input type="checkbox"/> Project start date is after May 31, 2012 Date Project Started (year): _____ Date Project Completed (month, year): _____
Description of Project Scope including the responsibilities and services provided	



MTC2.3 - ELECTRICAL ENGINEER: PROJECT 3	
Project Title	
Project Location	City: Country:
Client	Company Name: Company Representative:
Class "A" office building projects	<input type="checkbox"/> Project is for a Class "A" office building
Project Start and End Dates (start date must be after May 31, 2012)	<input type="checkbox"/> Project start date is after May 31, 2012 Date Project Started (year): _____ Date Project Completed (month, year): _____
Description of Project Scope including the responsibilities and services provided	



MTC2.4 - MECHANICAL ENGINEER: PROJECT 1	
Project Title	
Project Location	City: Country:
Client	Company Name: Company Representative:
Class "A" office building projects	<input type="checkbox"/> Project is for a Class "A" office building
Project Start and End Dates (start date must be after May 31, 2012)	<input type="checkbox"/> Project start date is after May 31, 2012 Date Project Started (year): _____ Date Project Completed (month, year): _____
Description of Project Scope including the responsibilities and services provided	



MTC2.4 - MECHANICAL ENGINEER: PROJECT 2	
Project Title	
Project Location	City: Country:
Client	Company Name: Company Representative:
Class "A" office building projects	<input type="checkbox"/> Project is for a Class "A" office building
Project Start and End Dates (start date must be after May 31, 2012)	<input type="checkbox"/> Project start date is after May 31, 2012 Date Project Started (year): _____ Date Project Completed (month, year): _____
Description of Project Scope including the responsibilities and services provided	



MTC2.4 - MECHANICAL ENGINEER: PROJECT 3	
Project Title	
Project Location	City: Country:
Client	Company Name: Company Representative:
Class "A" office building projects	<input type="checkbox"/> Project is for a Class "A" office building
Project Start and End Dates (start date must be after May 31, 2012)	<input type="checkbox"/> Project start date is after May 31, 2012 Date Project Started (year): _____ Date Project Completed (month, year): _____
Description of Project Scope including the responsibilities and services provided	



MTC2.5 - NATIONAL BUILDING CODE OF CANADA SPECIALIST: PROJECT 1	
Project Title	
Project Location	City: Country:
Client	Company Name: Company Representative:
Class "A" office building projects	<input type="checkbox"/> Project is for a Class "A" office building
Project Start and End Dates (start date must be after May 31, 2012)	<input type="checkbox"/> Project start date is after May 31, 2012 Date Project Started (year): _____ Date Project Completed (month, year): _____
Description of Project Scope including the responsibilities and services provided including providing advice and recommendations regarding alternate solutions in the context of renovations of existing buildings	



MTC2.5 - NATIONAL BUILDING CODE OF CANADA SPECIALIST: PROJECT 2	
Project Title	
Project Location	City: Country:
Client	Company Name: Company Representative:
Class "A" office building projects	<input type="checkbox"/> Project is for a Class "A" office building
Project Start and End Dates (start date must be after May 31, 2012)	<input type="checkbox"/> Project start date is after May 31, 2012 Date Project Started (year): _____ Date Project Completed (month, year): _____
Description of Project Scope including the responsibilities and services provided including providing advice and recommendations regarding alternate solutions in the context of renovations of existing buildings	



MTC2.5 - NATIONAL BUILDING CODE OF CANADA SPECIALIST: PROJECT 3	
Project Title	
Project Location	City: Country:
Client	Company Name: Company Representative:
Class "A" office building projects	<input type="checkbox"/> Project is for a Class "A" office building
Project Start and End Dates (start date must be after May 31, 2012)	<input type="checkbox"/> Project start date is after May 31, 2012 Date Project Started (year): _____ Date Project Completed (month, year): _____
Description of Project Scope including the responsibilities and services provided including providing advice and recommendations regarding alternate solutions in the context of renovations of existing buildings	



MTC2.5 - NATIONAL BUILDING CODE OF CANADA SPECIALIST: PROJECT 4	
Project Title	
Project Location	City: Country:
Client	Company Name: Company Representative:
Class "A" office building projects	<input type="checkbox"/> Project is for a Class "A" office building
Project Start and End Dates (start date must be after May 31, 2012)	<input type="checkbox"/> Project start date is after May 31, 2012 Date Project Started (year): _____ Date Project Completed (month, year): _____
Description of Project Scope including the responsibilities and services provided including providing advice and recommendations regarding alternate solutions in the context of renovations of existing buildings	



MTC2.5 - NATIONAL BUILDING CODE OF CANADA SPECIALIST: PROJECT 5	
Project Title	
Project Location	City: Country:
Client	Company Name: Company Representative:
Class "A" office building projects	<input type="checkbox"/> Project is for a Class "A" office building
Project Start and End Dates (start date must be after May 31, 2012)	<input type="checkbox"/> Project start date is after May 31, 2012 Date Project Started (year): _____ Date Project Completed (month, year): _____
Description of Project Scope including the responsibilities and services provided including providing advice and recommendations regarding alternate solutions in the context of renovations of existing buildings	



MTC2.6 - LOCAL COST PLANNER / QUANTITY SURVEYOR : PROJECT 1	
Project Title	
Project Location (Must be in the Barbados region)	City: Country:
Client	Company Name: Company Representative:
Class "A" office building projects	<input type="checkbox"/> Project is for a Class "A" office building
Project Start and End Dates (start date must be after May 31, 2012)	<input type="checkbox"/> Project start date is after May 31, 2012 Date Project Started (year): _____ Date Project Completed (month, year): _____
Description of Project Scope including the responsibilities and services provided including providing advice and recommendations regarding cost planning, cost management, and valuations of work in progress in the context of renovations of existing buildings	



MTC2.6 - LOCAL COST PLANNER / QUANTITY SURVEYOR : PROJECT 2	
Project Title	
Project Location (Must be in the Barbados region)	City: Country:
Client	Company Name: Company Representative:
Class "A" office building projects	<input type="checkbox"/> Project is for a Class "A" office building
Project Start and End Dates (start date must be after May 31, 2012)	<input type="checkbox"/> Project start date is after May 31, 2012 Date Project Started (year): _____ Date Project Completed (month, year): _____
Description of Project Scope including the responsibilities and services provided including providing advice and recommendations regarding cost planning, cost management, and valuations of work in progress in the context of renovations of existing buildings	



MTC2.6 - LOCAL COST PLANNER / QUANTITY SURVEYOR : PROJECT 3	
Project Title	
Project Location (Must be in the Barbados region)	City: Country:
Client	Company Name: Company Representative:
Class "A" office building projects	<input type="checkbox"/> Project is for a Class "A" office building
Project Start and End Dates (start date must be after May 31, 2012)	<input type="checkbox"/> Project start date is after May 31, 2012 Date Project Started (year): _____ Date Project Completed (month, year): _____
Description of Project Scope including the responsibilities and services provided including providing advice and recommendations regarding cost planning, cost management, and valuations of work in progress in the context of renovations of existing buildings	



MTC2.6 - LOCAL COST PLANNER / QUANTITY SURVEYOR : PROJECT 4	
Project Title	
Project Location (Must be in the Barbados region)	City: Country:
Client	Company Name: Company Representative:
Class "A" office building projects	<input type="checkbox"/> Project is for a Class "A" office building
Project Start and End Dates (start date must be after May 31, 2012)	<input type="checkbox"/> Project start date is after May 31, 2012 Date Project Started (year): _____ Date Project Completed (month, year): _____
Description of Project Scope including the responsibilities and services provided including providing advice and recommendations regarding cost planning, cost management, and valuations of work in progress in the context of renovations of existing buildings	



MTC2.6 - LOCAL COST PLANNER / QUANTITY SURVEYOR : PROJECT 5	
Project Title	
Project Location (Must be in the Barbados region)	City: Country:
Client	Company Name: Company Representative:
Class "A" office building projects	<input type="checkbox"/> Project is for a Class "A" office building
Project Start and End Dates (start date must be after May 31, 2012)	<input type="checkbox"/> Project start date is after May 31, 2012 Date Project Started (year): _____ Date Project Completed (month, year): _____
Description of Project Scope including the responsibilities and services provided including providing advice and recommendations regarding cost planning, cost management, and valuations of work in progress in the context of renovations of existing buildings	



MTC3 Capacity to Operate in Barbados

In addition to the requirements set out in MTC2 – Experience of Key Personnel, the Bidder must have, or partner with an A&E firm that has, local operations in Barbados. The intent of this requirement is to:

- Ensure design and construction compliance with local codes, standards, bylaws, authorities having jurisdiction etc.
- Facilitate data collection and investigations during pre-design and design
- Facilitate permitting with Town and Country Development Planning Office
- Validation of cost estimates in local market
- Performance of SOW 13 of the contract.

This must be demonstrated by providing proof of current Registration from the Barbadian authority responsible for accreditation.

Note: A Consultant located outside of the Barbados is able to submit a proposal, however to satisfy this mandatory requirement, they must partner with a local registered company in the implementation process. If this item applies - Proof of partnership between the Bidder located outside of Barbados and the Bidder must be submitted.

3.4 POINT-RATED CRITERIA (Total of 160 points)

The maximum points to be awarded is summarized as follows:

Title	Maximum Points Available	Percentage
PRTC1 Work Plan	40	25%
PRTC2 Experience of Personnel	60	37.5%
PRTC3 Corporate Experience	60	37.5 %
TOTAL	160	100%
Minimum points required	96	60%



PRTC1 Work Plan (40 of 160 points)

The Proposals should demonstrate a clear understanding of the requirements of the Work as per the Draft Contract Annex A- Statement of Work, and roles of the corporate and individual team members. The Bidder should elaborate on the general approach of how they will effectively deliver this seismic enhancement project in Barbados.

Intent:
Evaluate the Bidder’s understanding of the requirements of the Statement of Work and strategy for delivering the services.

PRTC1. Work Plan (40 of 160 points)

<i>Description:</i> Evaluate the Bidder’s approach to ensure services are delivered according to the SOW.	
Submission Requirement	Scoring Criteria
<p><i>Intent:</i> Adequate response consists of an effective delivery strategy to meet the requirements of the Statement of Work (SOW) and a clear description of how the team will be effectively managed. The understanding of the specificities of Barbados related to construction activities should be demonstrated.</p> <p><i>Compliance:</i> The work plan should include the following criterion: A strategy for how requirements in the attached SOW will be addressed; and All key resources including subcontractors have an assigned responsibility. For a proposal to receive higher marks, it must elaborate on the strategy for delivering the project and describe in detail how the various components of the Bidder Team relate to each other, assist each other and communicate with each other.</p> <p><i>Information to be submitted:</i> a) A narrative of the effective methodology for the delivery of the project with a clear description of how the team will be effectively managed. b) A description of the communication management within the enlarged team for the coordination of the tests and verification, the deficiencies and design issues that may need to be address during the construction. c) A short description of the roles of key stake-holders: Bidder Team, sub-consultants and other specialists and describe How this team will work together to execute the various phases of the Work; and d) A description of the nature, extent and duration of the links in any partnerships / joint ventures. e) A description of the general approach of how they will effectively deliver this seismic enhancement project in Barbados.</p>	<p>40 points: Bidder fully addresses all aspects of the criterion found under the <i>compliance</i> section.</p> <p>32 points: Bidder addresses most aspects of the criterion, demonstrates the ability to meet the requirements and some details outlined in the attached SOW.</p> <p>24 points: Bidder does not address all aspects of the criterion, demonstrates some understanding of the requirements outlined in the attached SOW.</p> <p>12 points: Bidder does not address all aspects of the criterion nor is evidence presented indicating the likelihood of successfully meeting the requirements outlined in the attached SOW. Significant weaknesses are demonstrated and clearly outweigh any strengths presented.</p> <p>0 points: Bidder does not address any aspects of the criterion and the information presented indicates a strong likelihood of failure to meet the requirements outlined in the attached SOW.</p>



PRTC2 Individuals' cumulative years in the role they are being proposed for. (60 points of 120 points)

The Bidder should describe the experience of the proposed personnel during the period specified per the Mandatory requirements for that category of personnel and on the required types of projects.

Intent:

Evaluate the experience of the proposed personnel relative to this project.

Information to be submitted:

To facilitate the evaluation, information on the proposed individual team members identified in the response to PRTC2 should be submitted on the form that follows.

One (1) point per year per proposed individual team member over the minimum described in MTC2 for each category, to a maximum of 10 points each (60 points Total)

Experience will be verified through the CV.

PRTC2.1 Architect	
Name:	
Cumulative years over 5:	

PRTC2.2 Structural Engineer	
Name:	
Cumulative years over 5:	

PRTC2.3 Electrical Engineer	
Name:	
Cumulative years over 5:	

PRTC2.4 Mechanical Engineer	
Name:	
Cumulative years over 5:	

PRTC25 National Building Code of Canada Specialist	
Name:	
Cumulative years over 10:	

PRTC2.6 Local Cost Planner/Quantity Surveyor	
Name:	
Cumulative years over 10:	



PRTC3 Corporate Experience (60 points of 160 points)

Bidders should describe the Corporate Experience beyond those required to satisfy MTC1. Projects used to satisfy the requirements of MTC1 may not be used here.

Intent:

Evaluate Corporate Experience relative to this project.

Information to be submitted:

- Project and Client name and address;
- Explanation of the project scope demonstrating A&E Consulting services to Class “A” office building projects;
- Construction and fit-up costs in excess of 3,000,000 CAN\$; and
- Demonstrate projects were started and completed in the ten (10) years prior to bid closing date.

Compliance:

Each project must demonstrate the Bidder provided A&E Consulting services to Class “A” office building projects.

Each project must have been started, and be completed, in the ten (10) years prior to bid closing date.

Each project must have had a value, with construction and fit-up costs, in excess of 3,000,000 CAN\$.

If the Contract is in a different currency than CAN\$, provide the amount in that currency and then use the current exchange rate at: <https://www.xe.com/currencyconverter/> on the day of bid submission for the CAN\$ equivalent.

PRTC3.1 – Remote Location Project (10 points)

Bidders should demonstrate that they delivered a real property project in a location remote from their head office, remote being defined as more than 1,000 km from the location of the Head Quarters.

PRTC3.2 – International Project (10 points)

Bidders should demonstrate that they delivered a real property project internationally, internationally being defined as being in a different country from the location of the Head Quarters.

PRTC3.3 – Seismic Upgrade Project (20 points)

Bidders should demonstrate that they delivered a real property project involving seismic upgrades to an existing building.

PRTC3.4 – Chancery Building Project (20 points)

Bidders should demonstrate that they delivered a real property project related to a Chancery building.

To facilitate the evaluation, information on Corporate Experience in the response to PRTC3 should be submitted on the forms below:



PRTC3.1 - Remote Location Project	
Project Title	
Project Location	City: Country:
HQ location during time of Project	City: Country: Distance from Project location:
Client	Company Name: Company Representative:
Project Cost	<input type="checkbox"/> Project cost is over 3,000,000 CAN\$ Project Cost (CAN\$): _____
Project Start and End Dates (start date must be after May 31, 2012)	<input type="checkbox"/> Project start date is after May 31, 2012 Date Project Started (year): _____ Date Project Completed (month, year): _____
Description Of Project Scope including the A&E Consulting services provided	



PRTC3.2 - International Project	
Project Title	
Project Location	City: Country:
HQ location during time of Project	City: Country:
Client	Company Name: Company Representative:
Project Cost	<input type="checkbox"/> Project cost is over 3,000,000 CAN\$ Project Cost (CAN\$): _____
Project Start and End Dates (start date must be after May 31, 2012)	<input type="checkbox"/> Project start date is after May 31, 2012 Date Project Started (year): _____ Date Project Completed (month, year): _____
Description Of Project Scope including the A&E Consulting services provided	



PRTC3.3 - Seismic Upgrade Project	
Project Title	
Project Location	City: Country:
Client	Company Name: Company Representative:
Project Cost	<input type="checkbox"/> Project cost is over 3,000,000 CAN\$ Project Cost (CAN\$): _____
Project Start and End Dates (start date must be after May 31, 2012)	<input type="checkbox"/> Project start date is after May 31, 2012 Date Project Started (year): _____ Date Project Completed (month, year): _____
Description Of Project Scope Including Confirming the Project Involved Seismic Upgrades and the A&E Consulting Services Provided	



PRTC3.4 - Chancery Building Project	
Project Title	
Project Location	City: Country:
Client	Company Name: Company Representative:
Project Cost	<input type="checkbox"/> Project cost is over 3,000,000 CAN\$ Project Cost (CAN\$): _____
Project Start and End Dates (start date must be after May 31, 2012)	<input type="checkbox"/> Project start date is after May 31, 2012 Date Project Started (year): _____ Date Project Completed (month, year): _____
Description Of Project Scope Including Confirming the Project Involved Work on a Chancery Building and the A&E Consulting Services Provided	



3.5 PRICE PROPOSAL

3.5.1 All the information required in section 3.5 must appear on Section “IV” - Price Proposal ONLY and must be included in a separate attachment named “Price Proposal”. Failure to comply may result in the proposal being declared non-compliant and rejected from further consideration.

3.5.2 Firm Price

3.5.2.1 Bidders shall quote an all inclusive Firm Price including the cost of instruments, small tools, and administrative support for each proposed personnel position for the resulting Contract period (excluding the cost of The Minister’s services and equipment\ furniture) on the form attached as Section “IV” - Price Proposal. The Firm Price must include, but not necessarily be limited to, all costs resulting from the performance of the Work as described in this RFP, all costs resulting from the performance of any additional Work described in the Bidder’s Proposal (unless clearly described as an option), all travel, living costs and all overhead costs including disbursements;

3.5.2.2 Bidders shall estimate the value of the taxes (including VAT as per 3.5.3) expected to be payable by Her Majesty as a result of entering into a contract with the Bidder on the Price Proposal;

3.5.2.3 Where key discipline resources are not located in Barbados, for the purposes of establishing their Price Proposal, Bidders are advised to pay special attention to the minimum requirements for site presence of those individuals as set out in SOW 1, 7, and 17 of the contract;

3.5.2.4 All payments shall be made according to the terms of payment set out in the attached draft contract;

3.5.2.5 Exchange rate fluctuation protection is not offered; and

3.5.2.6 Price Proposals not meeting the above requirements will not be given any further consideration.

3.5.3 Taxes & Duties

Bidders are to provide full details concerning the applicability, amount and administration of the payment of all taxes (including VAT as described below) and duties (including import duties) payable in respect of the Work, as well as any possible exemption from all or part of same.

Her Majesty will pay the VAT specified in the Price Proposal provided:

3.5.3.1 that amount is applicable to the Work provided by the Consultant to Her Majesty under the Contract. Her Majesty will not be responsible for the payment of any VAT payable by the Consultant to any third party (including Subcontractors);

3.5.3.2 Her Majesty is unable to procure an exemption from VAT in respect of the Work;

3.5.3.3 the Consultant agrees to render every reasonable assistance to Her Majesty in obtaining reimbursement of all VAT paid in respect of the Work from the appropriate Government Agency;

3.5.3.4 the VAT is shown separately on all of the Consultant’s invoices and progress claims; and

3.5.3.5 the Consultant agrees to remit to the appropriate Government Agency any amounts of VAT legally required to be remitted by the Consultant pursuant to applicable tax laws.

3.5.4 Price Breakdown

Her Majesty reserves the right to request a breakdown of the components of the Price Proposal should it believe that the price is unreasonable. Failure to provide an adequate breakdown, describing the rationale and assumptions used to determine the cost of each component of the Work, may lead to disqualification.



SECTION "IV" – PRICE PROPOSAL

PP1 Contact Information

Name of Firm: _____

Address: _____

Contact Person: _____

Phone number: (____) ____ - _____

Email: _____@_____

PP2 Firm Price (exclusive of VAT):

INITIAL CONTRACT (PHASE 1: Design (SOW1 to SOW8))

PP2.1 Total Price _____

PP2.2 Applicable taxes and Fees: _____

PP2.3 Total Firm Price Initial Contract (PP2.1 + PP2.2) _____

OPTIONAL SERVICES (PHASE 2: Construction Oversight (SOW9 to SOW24))

PP2.4 Total Price _____

PP2.5 Applicable taxes and Fees: _____

PP2.6 Total Firm Price Optional Services (PP2.4 + PP2.5) _____

PP2.7 Total Bid Price (PP2.1 + PP2.4) _____

This amount will be used to determine the winning Bidder

All amounts are in Canadian dollars.

Signature

Date

Print Name and Capacity



SECTION "V" - GENERAL INSTRUCTIONS

GI1 RESPONSIVENESS

- 1.1 For a Proposal to be considered valid, it must comply with all the requirements of this RFP identified as mandatory. Mandatory criteria are also expressed by using imperative verbs such as "shall", "must" and "will".

GI2 ENQUIRIES - SOLICITATION STAGE

- 2.1 All enquiries or issues concerning this RFP must be submitted in writing to the Contract Advisor as early as possible within the solicitation period. Enquiries and issues must be received within the timeframe described in A10 to allow sufficient time to provide a response. Enquiries received after that time will not be answered prior to the Closing Date.
- 2.2 To ensure consistency and quality of information provided to Bidders, the Contract Advisor will give notice, in the same manner as this RFP, of any additional information in response to significant enquiries received without revealing the sources of the enquiries.
- 2.3 All enquiries and other communications with government officials throughout the solicitation period shall be directed ONLY to the Contract Advisor named herein. Non-compliance with this condition during the solicitation period may (for that reason alone) result in the disqualification of your proposal.

GI3 BIDDER'S SUGGESTED IMPROVEMENTS DURING SOLICITATION PERIOD

- 3.1 Should any Bidder consider that the Specifications or Statement of Work contained in this RFP can be improved technically or technologically, the Bidder is invited to make suggestions, in writing, to the Contract Advisor named herein. The Bidder must clearly outline the suggested improvements as well as the reason for the suggestion. Suggestions which do not restrict the level of competition nor favour a particular Bidder will be given consideration provided they are received by the Contract Advisor within the timeframe described in A10 to allow sufficient time to provide a response. Her Majesty reserves the right to accept or reject any or all suggestions.

GI4 PROPOSAL PREPARATION COST

- 4.1 The costs, including travel incurred by the Bidder in the preparation of its Proposal and/or the negotiation (if applicable) of any resulting contract will be the sole responsibility of the Bidder and will not be reimbursed by Her Majesty.

GI5 PROPOSAL DELIVERY

- 5.1 Proposals and/or amendments thereto, will only be accepted by the Minister if they are received at the email address indicated in A7, on or before the Closing Date and Time specified in A7.
- 5.2 Responsibility for proposal delivery: The Bidder has sole responsibility for the timely receipt of a proposal by Her Majesty and cannot transfer this responsibility to the Government of Canada. Her Majesty will not assume responsibility for proposals that are directed to an email address other than the one stipulated in A7.

GI6 VALIDITY OF PROPOSAL

- 6.1 Any proposal must remain open for acceptance for a period of not less than ninety (90) calendar days after the Closing Date.

GI7 RIGHTS OF CANADA

- 7.1 Her Majesty reserves the right:
- 7.1.1 during the evaluation, to submit questions to or conduct interviews with Bidders, at Bidders cost, upon forty-eight (48) hours notice, to seek clarification or to verify any or all information provided by the Bidder with respect to this RFP;
 - 7.1.2 to reject all proposals received in response to this RFP if it/they fail to meet the objectives of the requirement within the boundaries imposed by Her different stakeholders;
 - 7.1.3 to accept any proposal in whole or in part without prior negotiation;
 - 7.1.4 to cancel and/or re-issue this RFP at any time;
 - 7.1.5 to award one or more contracts, if applicable;
 - 7.1.6 to retain all proposals submitted in response to this RFP;
 - 7.1.7 not to accept any deviations from the stated terms and conditions;
 - 7.1.8 to incorporate all, or any portion of the Statement of Work, Request for Proposals and the successful Proposal in any resulting contract; and
 - 7.1.9 not to contract at all.



GI8 INCAPACITY TO CONTRACT WITH GOVERNMENT

8.1 Her Majesty may reject a Proposal where the Bidder, including the Bidder's officers, agents and employees, has been convicted of an offence under the following provisions of the Criminal Code:

8.1.1 Section 121, Frauds upon the Government;

8.1.2 Section 124, Selling or Purchasing Office; or

8.1.3 Section 418, Selling Defective Stores to Her Majesty.

(Subsection 750 (3) of the Criminal Code prohibits anyone who has been so convicted from holding public office, contracting with the government or benefiting from a government contract.)

8.2 Where Her Majesty intends to reject a proposal pursuant to a provision of paragraph 8.1, the Contract Advisor will so inform the Bidder and provide the Bidder ten (10) calendar days within which to make representations, prior to making a final decision on the proposal rejection.

GI9 INCURRING OF COST

9.1 No costs incurred before receipt of a signed Contract or specified written authorization from the Contract Advisor can be charged to any resulting contract. In addition, the Consultant is not to perform Work in excess of or outside the scope of any resulting contract based on verbal or written requests or instructions from any government personnel other than the Contract Advisor. The Bidder's attention is drawn to the fact that the Contract Advisor is the only authority which can commit Her Majesty to the expenditure of the funds for this requirement.

GI10 BIDDERS NOT TO PROMOTE THEIR INTEREST IN THE PROJECT

10.1 Bidders must not make any public comment, respond to questions in a public forum or carry out any activities to publicly promote or advertise their interest in this Project.

GI11 PROPERTY OF HER MAJESTY

11.1 All correspondence, documents and information provided to the Minister by any Bidder in connection with this RFP will become the property of Her Majesty and may be released pursuant to the Canadian Federal Access to Information Act and the Privacy Act.

GI12 RIGHTS OF UNSUCCESSFUL BIDDERS

12.1 Bidders are reminded that all materials submitted by them in either paper or electronic form, including architectural and engineering design drawings, specifications, photographs, etc. shall, upon opening of the proposal by Canadian officials at the local embassy or in Ottawa, become the property of the Canadian government. In consequence, they will not be returned to the unsuccessful Bidders of this tender competition. The keeping of such information by Her Majesty is necessary to ensure that, in the event of a future internal audit of the tender process, or in the event of a challenge by one of the unsuccessful Bidders to this tender process, all the documents submitted by competing Bidders are available and not tampered with. Nevertheless, complete copyright in those materials will of course remain with the copyright owners of the materials submitted; Her Majesty assures Bidders that it will at no time use those materials for any commercial purposes without the written consent of the authors.

GI13 PRICE SUPPORT

13.1 In the event that the Bidder's bid is the sole responsive Proposal received, the Bidder must provide, on the Minister's request, one or more of the following price support if applicable:

13.1.1 a current published price list indicating the percentage discount available to the Minister;

13.1.2 copies of paid invoices for like services performed for other customers or for like items (same quantity and quality) sold to other customers;

13.1.3 a price breakdown showing the cost of direct labour, direct materials, purchased items, engineering and plant overheads, general and administrative overhead, transportation, etc., profit;

13.1.4 price or rate certification;

13.1.5 any other supporting documentation as requested by the Minister.

GI14 BIDDERS NOT TO PROMOTE THEIR INTEREST IN THIS PROJECT

14.1 Bidders must not make any public comment, respond to questions in a public forum or carry out any activities to publicly promote or advertise their interest in this Project, except for their response to Her Majesty pursuant to this RFP.

GI15 ACCEPTANCE OF BIDS

15.1 Bidders must meet and adhere to the architectural and design standards contained in the bid documentation.



15.2 Bidders must submit a list of Sub-Contractors they propose to use on the Work. The successful Bidder shall not be allowed any subsequent substitution of the submitted list of Sub-Contractors, unless authorized, in advance in writing by Her Majesty.

GI16 SIGNATURES

16.1 The following requirements are to be adhered to when signing the Price Proposal:

16.1.1 Corporation

The signatures of the authorized signatories shall be affixed and their names and titles typed or printed.

16.1.2 Partnership

The signatures of the partners shall be affixed and their names typed or printed. If not all of the partners sign or if the signatory is not a partner, then a certified true copy of the agreement signed by all partners authorizing such person or persons to execute the document on their behalf shall accompany the bid.

16.1.3 Sole Proprietorship

The signature of the sole proprietor shall be affixed and the name typed or printed. In the event that the signatory is not the sole proprietor then a certified true copy of the agreement signed by the sole proprietor authorizing such person or persons to execute the document shall accompany the proposal.

16.1.4 Joint Venture

The signatures of the authorized signatories of each member of the joint venture shall be affixed and their names and titles typed or printed. Each of the participating signatories shall sign the document in the manner applicable to their particular business arrangement which is more particularly described in 16.1.1 to 16.1.3 above.

GI17 RETURN OF DOCUMENTS

17.1 Unsuccessful Bidders must, if requested by the Contract Advisor, return all bid documents (e.g. Working Drawings, Specifications and Bills of Quantities) intact and in good condition within fourteen (14) days of notification. Any copies of the Working Drawings, Specifications and Bill of Quantities are to be returned along with the original bid documents.

GI18 CLASSES OF OFFICE SPACE: DEFINITIONS

18.1 Class "A":

18.1.1 A Class "A" Building is a relatively new building situated in a prime location, with high occupancy and rental rates.

18.1.2 A Class "A" building also is new or not older than ten (10) years since construction or a major renovation, and either through recent construction or major renovation has:

18.1.2.1 a modern design (prestigious) with few if any columns restricting use of the floor plate,

18.1.2.2 the mechanical and electrical systems and equipment provide fully powered and climate-controlled space,

18.1.2.3 a prestigious location in terms of exposure and access (i.e., within a fifteen (15) minute walk from a bus or other mass transit station, in the central business district or a very important sector of the city or a diplomatic enclave/area),

18.1.2.4 large, efficient floor plate,

18.1.2.5 appropriate building features including drop ceilings, box lighting, HVAC controls, attractive common area lobbies and washrooms,

18.1.2.6 emergency fire sprinklers, detectors and alarms,

18.1.2.7 at least two (2) staircases for emergency exiting,

18.1.2.8 on-site parking and storage facilities for lease,

18.1.2.9 built to the latest earthquake standards for the area,

18.1.2.10 employed building codes similar to Canada's codes,

18.1.2.11 back-up generator capability for at least the vital building systems,

18.1.2.12 professional security and property management, and

18.1.2.13 on-site or nearby support retail, banking and other business support services.

GI19 INTERPRETATION

19.1 In this RFP, "Her Majesty", "the Minister" or "Canada" means Her Majesty the Queen in right of Canada, as represented by the Minister of Foreign Affairs.



SECTION "VI" – CERTIFICATIONS PRECEDENT TO CONTRACT AWARD

Bidders must provide the required certifications and additional information to be awarded a contract.

The certifications provided by Bidders to Canada are subject to verification by Canada at all times. Canada may declare a bid non-responsive, or may declare a Consultant in default if any certification made by the Bidder is found to be untrue, whether made knowingly or unknowingly, during the bid evaluation period or during the contract period.

The Departmental Representative will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Departmental Representative will render the bid non-responsive or constitute a default under the Contract.

The certifications and additional information listed below should be submitted with the bid but may be submitted afterwards. If any of these required certifications or additional information is not completed and submitted as requested, the Departmental Representative will inform the Bidder of a time frame within which to provide the information. Failure to provide the certifications or the additional information listed below within the time frame specified will render the bid non-responsive.

CPCA1. STATUS AND AVAILABILITY OF RESOURCES

- 1.1. The Bidder certifies that, should it be awarded a contract as a result of the bid solicitation, every individual proposed in its bid will be available to perform the Work as required by the Departmental Representative and at the time specified in the bid solicitation or agreed to with the Departmental Representative. If for reasons beyond its control, the Bidder is unable to provide the services of an individual named in its bid, the Bidder may propose a substitute with equal or higher qualifications and experience. The Bidder must advise the Departmental Representative of the reason for the substitution and provide the name, qualifications and experience of the proposed replacement. For the purposes of this clause, only the following reasons will be considered as beyond the control of the Bidder: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.
- 1.2. If the Bidder has proposed any individual who is not an employee of the Bidder, the Bidder certifies that it has the permission from that individual to propose his or her services in relation to the Work to be performed and to submit his or her résumé to Canada. The Bidder must, upon request from the Departmental Representative, provide a written confirmation, signed by the individual, of the permission given to the Bidder and of his or her availability. Failure to comply with the request may result in the bid being declared non-responsive.

CPCA2. EDUCATION AND EXPERIENCE

- 2.1. The Bidder certifies that all the information provided in the résumés and supporting material submitted with its bid, particularly the information pertaining to education, achievements, experience and work history, has been verified by the Bidder to be true and accurate. Furthermore, the Bidder warrants that every individual proposed by the Bidder for the requirement is capable of performing the Work described in the resulting contract.

CPCA3. ACCEPTANCE AND ENTRY INTO CONTRACT

- 3.1. The Bidder certifies that they will undertake, within fourteen (14) calendar days of receipt of notification of acceptance of their bid, to sign the contract contained in the RFP incorporating all the relative elements of this project, for the performance of the Work provided that the Bidder is notified, by Her Majesty, of the acceptance of their bid within ninety (90) days of the tender closing date.



CPCA4. INSURANCE

- 4.1. The Bidder certifies that they have a clear understanding of the insurance conditions defined in GC16 Insurance of the draft contract.
- 4.2. The Bidder is responsible for deciding if any additional insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any insurance acquired or maintained by the Consultant is at its own expense and for its own benefit and protection. It does not release the Consultant from or reduce its liability under the Contract.

CPCA5. NON-DISCRIMINATION IN HIRING AND EMPLOYMENT OF LABOUR

- 5.1 The Bidder certifies that in the hiring and employment of workers to perform any Work under the Contract, the Bidder will not refuse to employ and will not discriminate in any manner against any person because:
 - 5.1.1. Of that person's race, national origin, colour, religion, age, sex or marital status;
 - 5.1.2. Of the race, national origin, colour, religion, age, sex, or marital status of any person having any relationship or association with that person; or
 - 5.1.3. A complaint has been made or information has been given by or in respect of that person relating to an alleged failure by the Consultant to comply with subparagraph (5.1.1.) or (5.1.2.);
- 5.2. If any question arises as to whether the Bidder has failed to comply with the provision described in paragraph (5.1), the Minister or any person designated by the Minister will decide the question and his or her decision will be final for the purposes of the Contract; and
- 5.3. Failure to comply with the aforementioned clauses (5.1) and (5.2) regarding non-discrimination will constitute a material breach of the Contract.

CPCA6. LABOUR

- 6.1. The Bidder certifies to pay in employing labour, wages that are in conformity with all applicable legislation and norms in force in the place in which the Work is being performed.

CPCA7. CERTIFICATION OF UNDERSTANDING

- 7.1. The Bidder certifies that all parts of this RFP have been reviewed in detail and are completely understood in order to make its proposal. Under no circumstances will the Statement of Work, specifications, or task description be subject to revised interpretation or amended following Contract award except where the Departmental Representative so authorizes in writing.



CERTIFICATION STATEMENT

By signing and submitting this page, the Bidder certifies that the information submitted by the Bidder in response to the above requirements is accurate and complete.

SIGNED, ATTESTED TO AND DELIVERED on the _____ day of _____ on behalf of:

Print the legal name of the Bidder

Signature of authorized signatory

Signature of authorized signatory

Print name(s) & titles of authorized signatory

Print name(s) & titles of authorized signatory

Signature of Witness



SECTION "VII" - SUBMISSION CHECKLIST

1. Proposal is submitted per the stipulations set out in Section II Submission Requirements and is received at realproperty-contracts@international.gc.ca

no later than **14:00 EDT on June 01, 2022** with the Bidders name and solicitation number (22-209394) in the email subject/title.
2. Technical proposal responds to all the mandatory criteria described in 3.1 TECHNICAL EVALUATION
3. Technical proposal does not exceed 45 single-sided pages.
4. Price proposal is submitted on the Section "IV" - Price Proposal Form and is included as a separate attachment.
5. Completed and signed Section "VI" – Certifications Precedent to Contract Award.



SECTION "VIII" – DRAFT CONTRACT

C. ARTICLES OF AGREEMENT

C1. DEPARTMENTAL REPRESENTATIVE

125 Sussex Drive, Ontario K1A 0G2
 Ottawa, Canada
 Telephone:
 Mobile:
 Fax:
 E-mail: @international.gc.ca

DRAFT

Architectural and Engineering Services Contract

Between

Her Majesty the Queen in right of Canada (referred to herein as "Her Majesty") represented by the Minister of Foreign Affairs (referred to herein as the "Minister")

and

(INSERT FULL LEGAL NAME OF CONSULTANT)
 (INSERT ADDRESS OF CONSULTANT)
 (referred to herein as the "Consultant")

for

Performance of the Work described in Annex "A" – Statement of Work

C2. TITLE Architectural & Engineering (A&E) Services for the Seismic Upgrade of the Main Chancery of the High Commission of Canada to Barbados		
C3. CONTRACT PERIOD Start: _____ End: March 31, 2025		
C4. CONTRACT NUMBER	C5. PROJECT NUMBER B-BDGTN-850	C6. DATE
C7. CONTRACT DOCUMENTS 1. These Articles of Agreement 2. The Supplemental Conditions 3. The General Conditions 4. Annex "A" - Statement of Work (SOW) 5. Annex "B" - Terms of Payment 6. Annex "C" - Security Requirements Checklist (SRCL) 7. Project Brief 8. The Consultant's Proposal dated To be inserted upon Contract award In the event of discrepancies, inconsistencies, or ambiguities of the wording of these documents, the document that appears first on the above list will prevail.		
C8. CONTRACT AMOUNT The total Initial Contract or Phase 1: Design Firm Price for the services: INSERT TOTAL VALUE OF CONTRACT The Firm Price: a. is set out in Canadian dollars(CAN\$); b. excludes the output VAT (including G.S.T.) to be paid by Her Majesty on the supply of the Work; c. excludes the input VAT (including G.S.T.) paid by the Consultant to its suppliers; and d. includes all other duties, costs and taxes that the Consultant must pay to provide the Work. Canada will make the payments in accordance with Annex "B" Terms of Payment.		
C9. INVOICES Two (2) copies are to be sent to the Departmental Representative showing: a. the amount of the progress payment being claimed for Work satisfactorily performed; b. the amount for any tax (including VAT) calculated in accordance with the applicable legislation; c. the date; d. the name and address of the consignee; e. description of the Work performed; f. the project name; and g. the contract number.		
C10. GOVERNING LAWS Laws in force in the Province of Ontario, Canada		
FOR THE CONSULTANT _____ SIGNATURE _____ PRINT NAME AND CAPACITY	 _____ DATE	Corporate Seal
FOR THE MINISTER _____ SIGNATURE _____ PRINT NAME AND CAPACITY	 _____ DATE	



SUPPLEMENTAL CONDITIONS

SC1. RELIABILITY STATUS REQUIRED

1. The employees of the Consultant must, at all times during the performance of the Contract, hold a valid Reliability Status issued by the Foreign Affairs Trade and Development Canada (DFATD), or by the Canadian and International Industrial Security Directorate (CIISD), Public Works and Government Services Canada (PWGSC).

Exception:

- Unscreened employees will work offsite only and will not be permitted unescorted access to Mission facilities.

2. The Government of Canada reserves the right to verify the foreign ownership credentials of the bidding Consultants.
3. It is the Consultant's responsibility to obtain all the necessary clearances information (police and/or credit checks as required) from the local authority, police, or any other relevant organisation within the contracted country, or from their own country of origin as required. The information must be provided to the Mission Security Officer for final approval before any member of the Consultant's personnel can be issued a Contractor Embassy I.D. Pass.
4. The Consultant is NOT approved for document safeguarding.
5. The Consultant's personnel requiring access to PROTECTED assets or sensitive work site (s), must EACH hold a valid personnel security screening of a Reliability Status, granted or approved by the Foreign Affairs Trade and Development Canada (DFATD) or the Canadian and International Industrial Security Directorate (CIISD), Public Works and Government Services Canada (PWGSC).
6. Processing of PROTECTED information on automatic/electronic data processing equipment at the Consultant's site is NOT permitted under this contract.
7. Subcontracts, which contain security requirements, are NOT to be awarded without the prior written permission of the Personnel Security Section of Foreign Affairs Trade and Development Canada (DFATD).

SC2. ENVIRONMENTAL, HEALTH AND SAFETY LAWS AND REGULATIONS

1. The Consultant must comply with all requirements of applicable Canadian (federal, provincial, municipal), foreign and local environmental, health and safety laws and regulations. The Consultant must follow the prevention and infection control measures of the workplace or put in place by the Canadian mission (i.e. practise physical distancing, practise proper hand washing, avoid touching face with unwashed hands, etc.) and follow the proper protocols to complete the required work such as utilizing the appropriate equipment and personal protective equipment (PPE) as necessary. The Consultant is responsible for all costs associated with the compliance to protective measures and any other costs related to the general health and safety of its employees and agents.

SC3. OPTIONAL SERVICES

1. The Consultant grants to Canada the irrevocable option to acquire the services described in the Statement of Work (Phase 2: Construction Oversight (SOW9 to SOW24)) of the Contract under the same conditions and at the price stated in the Contract. The option may only be exercised by the Departmental Representative and will be evidenced, for administrative purposes only, through a contract amendment.
2. The Departmental Representative may exercise the option at any time before the expiry of the Contract by sending a written notice to the Consultant.



GENERAL CONDITIONS

GC1 DEFINITIONS

- 1.1 "Average Bank Rate" means the simple arithmetic mean of the Canadian Bank Rate in effect at 4:00 p.m. Eastern Standard Time each day during the calendar month which immediately precedes the calendar month in which payment is made.
- 1.2 "Bank Rate" means the rate of interest established from time to time by the Bank of Canada as the minimum rate at which it makes short term advances to members of the Canadian Payments Association;
- 1.3 "Construction Budget" means that portion of the 'Project Budget' applicable to a Construction Contract;
- 1.4 "Construction Contract" means a contract entered into between Her Majesty and a Contractor for the construction of the Project;
- 1.5 "Construction Contract Award Price" means the price at which a Construction Contract is awarded to a Contractor;
- 1.6 "Construction Cost Estimate" means an anticipated amount for which a Contractor will execute the construction of the Project;
- 1.7 "Construction Cost Limit" means that portion of the total amount of Project funds which shall not be exceeded on construction of the Project;
- 1.8 "Construction Documents" means all necessary working drawings and specifications.
- 1.9 "Consultant" means the party identified in the Articles of Contract to perform the Consultant's Services under this Contract, and includes the officer or employee of the Consultant identified in writing by the Consultant;
- 1.10 "Consultant's Representative" means the officer or employee of the Consultant identified in writing by the Consultant to perform the Consultant's Services under the Contract;
- 1.11 "Contractor" means a person, firm or corporation with whom Her Majesty enters, or intends to enter, into a Construction Contract;
- 1.12 "Cost Plan" means the allocation of proposed costs among the various elements of the Project;
- 1.13 "Days" means continuous calendar days, including weekends and statutory public holidays;
- 1.14 "Departmental Representative" means the officer or employee of Her Majesty identified in writing by a duly authorized departmental officer to perform the Departmental Representative's duties under this Contract;
- 1.15 "Deputy Minister" means the lawful deputy of the Minister or any person acting on behalf of the lawful deputy;
- 1.16 "Former Public Office Holder" means an employee of the executive or senior manager categories who was employed by the Canadian federal public service during the period one (1) year immediately preceding the date of this Contract;
- 1.17 "Invention" means any new and useful practice, process, machine, device, manufacture or composition of matter, or any new and useful improvement thereof;
- 1.18 Mediation is a process of dispute resolution in which a neutral third party assists the parties involved in a dispute to negotiate their own settlement;
- 1.19 "Minister" includes a person acting for, or if the office is vacant, in place of, the Minister and the Minister's successors in the office. Minister also includes the Minister's lawful deputy and any of the Ministers or their representatives appointed for the purpose of this Contract;
- 1.20 "Payroll Cost" means the actual cost of any person employed by the Consultant or the Consultant's Sub-Consultants as a staff member, including principals employed as staff members, and includes an amount for salary, statutory holidays, vacations with pay, unemployment insurance premiums and worker's compensation contributions where applicable, pension plan contributions, sick time allowance, medical/dental insurance premiums, and such other employee benefits as may be approved by the Departmental Representative;
- 1.21 "Project Brief" means a document describing the requirements of the project and the services to be provided and may include general project information, scope of the work, site and design data, and Project Schedule;
- 1.22 "Project Schedule" means a time plan, including the sequence of tasks, milestone dates and critical dates which must be met for the implementation of the planning, design and construction phases of the Project;
- 1.23 "Service(s)" means the Consultant Services as set forth in this Contract;
- 1.24 "Specialist Consultant" means any Architect, Professional Engineer, or other specialist, other than the Consultant, engaged by Her Majesty directly or, at the specific request of Her Majesty, engaged by the Consultant for "Additional Services";
- 1.25 "Sub-Consultant" means any Architect, Professional Engineer, or other specialist engaged by the Consultant for the Services included in this Contract;
- 1.26 "Technical Documentation" includes designs, reports, photographs, physical models, surveys, drawings, specifications, computer software developed for the purpose of the Project, computer printouts, design notes, calculations, CADD (Computer-aided Design and Drafting) files, and other data, information and material, prepared, computed, drawn, or produced and operating and maintenance manuals either prepared or collected for the Project.



GC2 INTERPRETATIONS

- 2.1 Words importing the singular only also include the plural, and vice versa, where the context requires;
- 2.2 Headings or notes in this Contract shall not be deemed to be part thereof, or be taken into consideration in its interpretation;
- 2.3 "Herein", "hereby", "hereof", "hereunder" and similar expressions refer to this Contract as a whole and not to any particular subdivision or part thereof.

GC3 SUCCESSORS AND ASSIGNS

- 3.1 This Contract shall inure to the benefit of, and be binding upon, the parties hereto and their lawful heirs, executors, administrators, successors and assigns.

GC4 ASSIGNMENT

- 4.1 This Contract shall not be assigned, in whole or in part, by the Consultant without the prior consent of the Minister.
- 4.2 An assignment of this Contract without such consent shall not relieve the Consultant from any obligation under this Contract, or impose any liability upon Her Majesty.

GC5 INDEMNIFICATION

- 5.1 The Consultant shall indemnify and save harmless Her Majesty from and against all claims, losses, damages, costs, actions and other proceedings, made, sustained, brought or prosecuted in any manner based upon, occasioned by, or attributable to, any injury, infringement of any patent of invention or any other type of intellectual property, or damage arising from any negligent act or omission of the Consultant, the Consultant's servants or agents, or persons for whom the Consultant had assumed responsibility in the performance, or purported performance, of the Consultant's services under this Contract.
- 5.2 The Consultant's liability to indemnify or reimburse Her Majesty under this Contract shall not limit or prejudice Her Majesty from relying on the provisions of applicable provincial legislation.
- 5.3 Rights of Her Majesty: The Consultant's liability to indemnify or reimburse Her Majesty under the Contract shall not affect or prejudice Her Majesty from exercising any other rights under law.

GC6 NOTICES

- 6.1 Any notice, request, direction, consent, decision, or other communication that is required to be given or made by either party pursuant to this Contract, shall be in writing, and shall be deemed to have been effectively given when:
 - 6.1.1 served personally to either the Departmental Representative or the Consultant's Representative (as the case may be), on the day it is delivered; or
 - 6.1.2 forwarded by registered mail, on the day the postal receipt is acknowledged by the other party; or
 - 6.1.3 forwarded by facsimile or other electronic means of transmission, three (3) days after it was transmitted.
- 6.2 The address of either party, or the person authorized to receive notices, may be changed by notice in the manner set out in this provision.

GC7 SUSPENSION

- 7.1 The Departmental Representative may require the Consultant to suspend the Services being provided, or any part thereof, for a specified or unspecified period.
- 7.2 If a period of suspension does not exceed sixty (60) days and when taken together with other periods of suspension does not exceed ninety (90) days, the Consultant shall, upon the expiration of that period, resume the performance of the Services in accordance with the terms of this Contract, subject to any agreed adjustment of the time schedule.
- 7.3 If a period of suspension exceeds sixty (60) days or when taken together with other periods of suspension, the total exceeds ninety (90) days, and:
 - 7.3.1 the Departmental Representative and the Consultant agree that the performance of the Services shall be continued, then the Consultant shall resume performance of the Services, subject to any terms and conditions agreed upon by the Departmental Representative and the Consultant, or
 - 7.3.2 the Departmental Representative and the Consultant do not agree that the performance of the Services shall be continued, then this Contract shall be terminated by notice given by the Minister to the Consultant, in accordance with the terms of Clause GC8.
- 7.4 Suspension Costs related to this clause are as outlined in Clause TP7.

GC8 TERMINATION

- 8.1 The Minister may terminate this Contract at any time, and the fees paid to the Consultant shall be in accordance with the relevant provisions in Clause TP8.



GC9 TAKING THE SERVICES OUT OF THE CONSULTANT'S HANDS

- 9.1** The Minister may take all or any part of the Services out of the Consultant's hands and may employ reasonable means necessary to complete such Services in the event that:
- 9.1.1** the Consultant becomes bankrupt or insolvent, or a receiving order is made against the Consultant, or an assignment is made for the benefit of the creditors, or if an order is made, or resolution passed, for the winding up of the Consultant's affairs or business, or if the Consultant takes the benefit of any statute relating to bankrupt or insolvent debtors, or
 - 9.1.2** the Consultant fails to perform any of the Consultant's obligations under this Contract or, in the Minister's opinion, so fails to make progress as to endanger performance of this Contract, in accordance with its terms.
- 9.2** Before the Services or any part thereof are taken out of the Consultant's hands under Clause GC9.1.2, the Departmental Representative shall provide notice to the Consultant, and may require such failure of performance or progress to be corrected. If within fourteen (14) days after receipt of such notice such default shall not have been corrected or corrective action initiated to correct such fault, the Minister may, by notice, without limiting any other right or remedy, take all or any part of the Services out of the Consultant's hands.
- 9.3** If the Services or any part thereof have been taken out of the Consultant's hands, the Consultant shall be liable for, and upon demand pay to Her Majesty, an amount equal to all loss and damage suffered by Her Majesty by reason of the non-completion of the Services by the Consultant.
- 9.4** If the Consultant fails to pay on demand for the loss or damage as a result of Clause GC9.3, Her Majesty shall be entitled to deduct and withhold the same from any payments due and payable to the Consultant.
- 9.5** If the Services or any part thereof are taken out of the Consultant's hands as a result of Clauses GC9.1.2, and GC9.2, the amount referred to in Clause GC9.4 shall remain with the Department until an agreement is reached or a decision of a court or tribunal is rendered. At that time the amount, or any part of it, which may become payable to the Consultant shall be paid together with interest from the due date referred to in Clause TP2 and in accordance with the terms of this Contract.
- 9.6** The taking of the Services, or any part thereof, out of the Consultant's hands does not relieve or discharge the Consultant from any obligation under this Contract, or imposed upon the Consultant by law, in respect to the Services or any part thereof that the Consultant has performed.

GC10 RECORDS TO BE KEPT BY THE CONSULTANT

- 10.1** The Consultant shall keep accurate time sheets and cost records and, if required for the purposes of this Contract, shall make these documents available at reasonable times to the Departmental Representative who may make copies and take extracts therefrom.
- 10.2** The Consultant shall afford facilities for audit and inspection at mutually agreeable times and at places where the relevant documents are located, and shall provide the Departmental Representative with such information as the Minister may from time to time require with reference to the documents referred to in Clause GC10.1.
- 10.3** The Consultant shall, unless otherwise specified, keep the time sheets and cost records available for audit and inspection for a period of at least two (2) years following completion of the Services.

GC11 NATIONAL OR DEPARTMENTAL SECURITY

- 11.1** If Her Majesty is of the opinion that the Work is of a class or kind that involves National or Departmental security, the Consultant may be required:
- 11.1.1** to provide any information concerning persons employed for purposes of this Contract unless prohibited by law;
 - 11.1.2** to remove any person from the Work and its site if that person cannot meet the prescribed security requirements; and
 - 11.1.3** to retain the Work's Technical Documentation while in the Consultant's possession in a manner specified by the Departmental Representative.
- 11.2** If the Work is of a class or kind that involves National or Departmental security, the Consultant shall not issue, disclose, discard or use the Project Technical Documentation on another project without the written consent of Her Majesty.

GC12 COPYRIGHT AND REUSE OF DOCUMENTS

- 12.1** Without prejudice to any rights or privileges of Her Majesty, where any Services is, or has been, prepared or published by, or under the direction or control of, Her Majesty or any government department, the copyright in the Services shall, subject to any agreement with the author, belong to Her Majesty, and in such case shall continue for a period of fifty (50) years from the date of the first publication of the Work.



12.2 All plans, drawings, details, specifications, data, reports, other documents and information prepared by the Consultant pursuant to this Contract shall become the absolute property of Her Majesty upon the completion of the Services or as required and shall be delivered to the Departmental Representative.

GC13 CONFLICT OF INTEREST

13.1 The Consultant declares that the Consultant has no pecuniary interest in the business of any third party that would cause, or seem to cause, a conflict of interest in carrying out the Services, and should such an interest be acquired during the life of this Contract, the Consultant shall declare it immediately to the Departmental Representative.

13.2 The Consultant shall not have any tests or investigations carried out by any persons, firms, or corporations, that may have a direct or indirect financial interest in the results of those tests or investigations.

13.3 The Consultant shall not submit, either directly or indirectly, a bid for any Construction Contract related to the Project.

13.4 No former public office holder who is not in compliance with the post-employment provisions of the Conflict of Interest and Post-Employment Code for Public Office Holders shall derive a direct benefit from this Contract.

GC14 STATUS OF CONSULTANT

14.1 The Consultant is engaged under this Contract as an independent consultant for the sole purpose of providing Services.

14.2 Neither the Consultant nor any of the Consultant's employees shall be regarded as employees or agents of Her Majesty.

14.3 The Consultant, as employer, agrees to be solely responsible for any and all payments and deductions required to be made by law in the jurisdiction where the Services are performed, including those required for Canada or Québec Pension Plans, Employment Insurance, Worker's Compensation, and Income Tax or any other applicable tax.

GC15 DECLARATION BY CONSULTANT

15.1 The Consultant declares that:

15.1.1 based on the information provided pertaining to the Services required under this Contract, the Consultant has been provided sufficient information by the Departmental Representative to enable the Services required under this Contract to proceed and is competent to perform the Services and has the necessary licences and qualifications including the knowledge, skill and ability to perform the Services;

15.1.2 the quality of Services to be provided by the Consultant shall be consistent with generally accepted professional standards and principles.

GC16 INSURANCE

16.1 The Consultant shall obtain and maintain an appropriate level of professional liability insurance coverage (including but not limited to coverage for design errors and omissions) for the Services required under this Contract and shall furnish satisfactory evidence of such insurance and renewals to the Departmental Representative within fourteen (14) days of execution of this Contract.

16.2 The policy shall be issued with a deductible amount of not more than 2,500 CAN\$.

16.3 Unless otherwise directed in writing by the Departmental Representative, the policy required in GC16.1 shall attach from the date of contract award and shall be maintained until the one (1) year following the issuance of the Final Certificate of Completion.

16.4 The costs associated with any insurance coverage required under this Contract shall be part of the quoted Firm Price.

GC17 RESOLUTION OF DISAGREEMENTS

17.1 In the event of a disagreement regarding any aspect of the Services or any instructions given under this Contract:

17.1.1 the Consultant may give a notice of disagreement to the Departmental Representative. Such notice shall be promptly given and contain the particulars of the disagreement, any changes in time or amounts claimed, and reference to the relevant clauses of the Contract;

17.1.2 the Consultant shall continue to perform the Services in accordance with the instructions of the Departmental Representative; and

17.1.3 the Consultant and the Departmental Representative shall attempt to resolve the disagreement by negotiations conducted in good faith. The negotiations shall be conducted, first, at the level of the Consultant's project representative and the project representative of the Department and, secondly and if necessary, at the level of a principal of the Consultant firm and a senior manager of the Department.

17.2 The Consultant's continued performance of the Services in accordance with the instructions of the Departmental Representative shall be without prejudice to the Consultant in any disagreement.

17.3 If it was subsequently agreed or determined that the instructions given were in error or contrary to the Contract, Her Majesty shall pay the Consultant those fees the Consultant shall have earned as a result of the change(s) in the Services provided and which has been authorized by the Departmental Representative.



- 17.4** The fees mentioned in Clause GC17.3 shall be calculated in accordance with the Terms of Payment set out in this Contract.
- 17.5** If the disagreement is not settled, the Consultant may make a request to the Departmental Representative for a written corporate decision and the Departmental Representative shall give notice of the corporate decision within 14 days of receiving the request, setting out the particulars of the response and any relevant clauses of the Contract.
- 17.6** Within fourteen (14) days of receipt of the written corporate decision, the Consultant shall notify the Departmental Representative if the Consultant accepts or rejects the decision.
- 17.7** If the Consultant rejects the corporate decision, the Consultant, by notice may refer the disagreement to mediation.
- 17.8** If the disagreement is referred to mediation, the mediation shall be conducted with the assistance of a skilled and experienced mediator chosen by the Consultant from a list of mediators proposed by the Minister, and the Department's mediation procedures shall be used unless the parties agree otherwise.
- 17.9** Negotiations conducted under this Contract, including those conducted during mediation, shall be without prejudice to either party.

GC18 MEMBERS OF CANADIAN HOUSE OF COMMONS

- 18.1** No Member of the Canadian House of Commons shall be admitted to any share or part of this Contract, or to any benefit that may arise therefrom.

GC19 AMENDMENTS

- 19.1** This Contract may not be amended, or modified, nor shall any of its terms and conditions be waived, except by agreement in writing executed by both parties.

GC20 ENTIRE CONTRACT

- 20.1** This Contract constitutes the entire arrangement between the parties with respect to the subject matter of the Contract, and supersedes all previous negotiations, communications and other arrangements relating to it, unless incorporated by reference herein.

GC21 SUPPLEMENTARY CONDITIONS

- 21.1** Supplementary conditions, if required, shall be as described in Section "I" of this Contract.

GC22 PROJECT INFORMATION, DECISIONS, ACCEPTANCES AND APPROVALS

- 22.1** The Departmental Representative shall provide, in a timely manner, project information, written decisions and instructions, including acceptances and approvals relating to the Services provided by the Consultant.
- 22.2** No acceptance or approval by the Departmental Representative, whether expressed or implied, shall be deemed to relieve the Consultant of the professional or technical responsibility for the Services provided by the Consultant.

GC23 LOBBYIST CERTIFICATION - CONTINGENCY FEES

- 23.1** The Consultant certifies that it has not directly or indirectly paid or agreed to pay and covenants that it will not directly or indirectly pay a contingency fee for the solicitation, negotiation or obtaining of this Contract to any person other than an employee acting in the normal course of the employee's duties.
- 23.2** All accounts and records pertaining to payments of fees or other compensation for the solicitation, obtaining or negotiating of the Contract shall be subject to the accounts and audit provisions of the Contract.
- 23.3** If the Consultant certifies falsely under this section or is in default of the obligations contained therein, the Minister may either take the Services out of the Consultant's hands in accordance with the provisions of the Contract or recover from the Consultant by way of reduction to the Firm Price or otherwise the full amount of the Contingency Fee.
- 23.4** In this clause:
- 23.4.1** "Contingency Fee" means any payment or other compensation that is contingent upon or is calculated upon the basis of a degree of success in soliciting or obtaining a Government Contract or negotiating the whole or any part of its term.
- 23.4.2** "Employee" means a person with whom the Consultant has an employer/employee relationship.
- 23.4.3** "Person" includes an individual or group of individuals, a corporation, a partnership, an organization and an association and, without restricting the generality of the foregoing, includes any individual who is required to file a return with the registrar pursuant to section 5 of the Lobbyist Registration Act R.S. 1985 c.44 (4th Supplement) as the same may be amended from time to time.

GC24 NON-DISCRIMINATION IN HIRING AND EMPLOYMENT PRACTICES

- 24.1** For the purpose of this General Condition, "person" includes the Consultant, the Consultant's Sub-Consultants and



other firms forming the consultant team, and their respective employees, agents, licensees or invitees, and any other individual involved in the performance of the Services.

- 24.2** The Consultant shall not refuse to employ and will not discriminate in any manner against any person because:
- 24.2.1** of that person's race, national origin, colour, religion, age, sex or marital status,
 - 24.2.2** of the race, national origin, colour, religion, age, sex, or marital status of any person having any relationship or association with that person, or
 - 24.2.3** a complaint has been made or information has been given by or in respect of that person relating to an alleged failure by the Consultant to comply with paragraphs GC24.2.1 and GC24.2.2 above.
- 24.3** Within four (4) days immediately following receipt of a written complaint pursuant to sub clause GC24.2 above, the Consultant shall:
- 24.3.1** cause to have issued a written direction to the person or persons named by the complainant to cease all actions that form the basis of the complaint; and
 - 24.3.2** forward a copy of the complaint to the Departmental Representative by registered mail.
- 24.4** Within twenty-four (24) hours immediately following receipt of a direction from the Departmental Representative to do so, the Consultant shall cause to have removed from the Consultant team any person or persons whom the Departmental Representative believes to be in breach of the provisions of sub clause GC24.2 above.
- 24.5** No later than thirty (30) days after receipt of the direction referred to in GC24.4 above, the Consultant shall cause the necessary action to be commenced to remedy the breach described in the direction.
- 24.6** If a direction is issued pursuant to GC24.4 above, Her Majesty may withhold from monies that are due and payable to the Consultant an amount representing the sum of the costs and payment referred to in GC24.8 and GC24.9 below.
- 24.7** If the Consultant fails to proceed in accordance with GC24.6 above, the Departmental Representative shall take the necessary action to have the breach remedied, and shall determine all supplementary costs incurred as a result by Her Majesty.
- 24.8** Her Majesty may make a payment directly to the complainant from monies that are due and payable to the Consultant upon receipt from the complainant of:
- 24.8.1** a written award issued pursuant to the federal Commercial Arbitration Act, R.S., 1985, c. C-34.6; or
 - 24.8.2** a written award issued pursuant to the Canadian Human Rights Act, R.S., 1985, c. H-6; or
 - 24.8.3** a written award issued pursuant to provincial or territorial human rights legislation; or
 - 24.8.4** a judgment issued by a court of competent jurisdiction.
- 24.9** The Consultant shall be liable for and upon demand shall pay to Her Majesty the supplementary costs referred to in GC24.8. If the Consultant fails to make payment on demand, Her Majesty may deduct the same from any amount due and payable to the Consultant.
- 24.10** A payment made pursuant to GC24.8 is, to the extent of the payment, a discharge of Her Majesty's liability to the Consultant under the terms of the Contract and may be deducted from any amount due and payable to the Consultant.
- 24.11** The Consultant shall ensure that the appropriate provisions of this Contract are included in all agreements and contractual arrangements entered into by the Consultant as a consequence of this Contract.

GC25 APPROPRIATION

- 25.1** In accordance with Section 40 of the Financial Administration Act, payment under the contract is subject to there being an appropriation for the particular service for the fiscal year in which any commitment hereunder would come in course of payment.

GC26 CONFIDENTIAL INFORMATION

- 26.1** Any information of a character confidential to the affairs of Her Majesty to which the Consultant, or any officer, servant or agent of the Consultant becomes privy as a result of the work to be performed under this contract, shall be treated as confidential, during as well as after the performance of the said services.

GC27 INCAPACITY TO CONTRACT WITH CANADIAN GOVERNMENT

- 27.1** The Consultant certifies that the Consultant, including the Consultant's officers, agents and employees, has not been convicted of an offence under the following provisions of the Criminal Code:
- 27.1.1** Section 121, Frauds upon the Government;
 - 27.1.2** Section 124, Selling or Purchasing Office;
 - 27.1.3** Section 418, Selling Defective Stores to Her Majesty;
 - 27.1.4** (Subsection 750(3) of the Criminal Code prohibits anyone who has been so convicted from holding public office, contracting with the government or benefiting from a government contract.)



GC28 INTERNATIONAL SANCTIONS

- 28.1** From time to time, in compliance with United Nations obligations or other international agreements, Canada imposes restrictions on trade, financial transactions or other dealings with a foreign country or its nationals. These sanctions may be implemented by regulation under the United Nations Act (UNA), R.S.C. 1985, c. U-2, the Special Economic Measures Act (SEMA), S.C. 1992, c. 17, or the Export and Import Permits Act (EIPA), R.S.C. 1985, c. E-19. The Consultant agrees that it will, in the performance of the Contract, comply with any such regulations that are in force on the effective date of the Contract, and will require such compliance by its first-tier subcontractors.
- 28.2** The Consultant agrees that Canada relies on the Consultant's undertaking in subsection (1) to enter into the Contract, and that any breach of the undertaking shall entitle Canada to terminate the Contract under the provisions of the Contract relating to default by the Consultant, and therefore to recover damages from the Consultant, including re-procurement costs arising out of such a termination.
- 28.3** The countries or groups currently subject to Canadian Economic Sanctions are listed on the Foreign Affairs, Trade and Development Canada site: <http://www.international.gc.ca/sanctions/index.aspx>
- 28.4** Canada will use reasonable efforts to make the text of any such regulations available on its electronic bulletin board on a reasonably current basis by way of assistance to the Consultant, but the Consultant agrees that only the text as published in the Canada Gazette, Part II, is authoritative, and the Consultant waives any claim against Canada, the Minister, or their employees or agents for any costs, loss, or damage whatever that results from the Consultant's reliance on the text of a regulation as reproduced on the electronic bulletin board.
- 28.5** If the Contract is concluded prior to the imposition of a sanction as described in GC28.1, Her Majesty reserves the right to terminate the Contract in accordance with GC8.

GC29 STATUS AND REPLACEMENT OF PERSONNEL

- 29.1** If at any time during the period of the contract the Consultant is unable to provide the Services of any person who must perform the Services in the Contract, it shall immediately provide a replacement person with similar qualifications and experience. The Consultant shall, as soon as possible, give notice to the Minister of:
- 29.1.1** the reason for the removal of the person from the Services;
 - 29.1.2** the name, qualifications and experience of the proposed replacement person; and
 - 29.1.3** proof that the person has the required security clearance granted by Canada, if applicable.
- 29.2** The Minister may order the removal from the Services of any such replacement person and the Consultant shall immediately remove the person from the Services and shall, in accordance with subsection (1), secure a further replacement.
- 29.3** The fact that the Minister does not order the removal of a replacement person from the Services shall not relieve the Consultant from its responsibility to meet the requirements of the Contract.
- 29.4** If the Consultant intends to use any person in fulfillment of this contract who is or who is not an employee of the Consultant, the Consultant hereby warrants that such a person is under no restrictive covenants in relation to a constraint of trade that would prevent the person from fulfilling his or her Work in relation to the Services and, the Consultant has written permission from the person or (the employer of such a person) to propose the services of the person in relation to the Services to be performed in fulfillment of this contract.

GC30 No BRIBE

- 30.1** The Consultant represents and covenants that no bribe, gift, benefit, or other inducement has been or will be paid, given, promised or offered directly or indirectly to any official or employee of Canada or to a member of the family of such a person, with a view to influencing the entry into the Contract or the administration of the Contract.

GC31 SOVEREIGN IMMUNITY

- 31.1** Notwithstanding any provision in this Contract, Her Majesty the Queen in Right of Canada, does not waive any immunity to which she is or may be entitled to by virtue of domestic or international law.

GC32 HEALTH AND SAFETY

- 32.1** The Consultant shall ensure, in fulfilling its contractual obligations under this Contract, that its employees and agents are appropriately equipped with all safety clothing and equipment required to perform the Work.
- 32.2** The Consultant shall further ensure that its employees and agents adhere to and follow all applicable health and safety regulations, standards and procedures in force in the jurisdiction and have been trained and will use all mandatory safety equipment imposed by local law when completing the Work under this Contract.



ANNEX "A" – STATEMENT OF WORK

The Consultant shall perform the Services described herein and the Services described in the Project Brief and all Annexes, in accordance with the terms and conditions of the Architectural and Engineering Consultant Contract. In case of discrepancies between this section and the Project Brief, the Project Brief shall prevail. Unless otherwise indicated the Services are as follows:

PHASE 1 Design Services (SOW1 to SOW8)

SOW1. ANALYSIS OF PROJECT REQUIREMENTS

1.1 The Consultant shall:

- 1.1.1 ensure key architectural and structural resources are present to attend a design kick off meeting at the chancery. If not the same, key local partner resources must also be present.
- 1.1.2 in accordance with the terms and delivery times set out in the A&E Consultant Contract, review and integrate all the Project requirements;
- 1.1.3 identify and evaluate conflicts or problems;
- 1.1.4 provide alternative strategies to the Departmental Representative;
- 1.1.5 present and receive approval from the Departmental Representative on the Project scope, delivery process, schedule and cost estimate required to deliver a cohesive quality result; and
- 1.1.6 advise and assist the Departmental Representative on the tendering strategy, including the pre-qualification of potential Consultants if applicable, advise on local practices related to bid security, contract insurance and contract security, mobilization advances, VAT or taxation in general.

SOW2. PROJECT CONTROL PLAN

2.1 The Consultant shall:

- 2.1.1 develop and present an overall Project Control Plan. This will include a section for a Risk Management Plan identifying the project risks and the means by which these risks will be mitigated. Note that all technical disciplines (i.e., structural, architectural, electrical and mechanical) must be represented in the Risk Management Plan. The Project Control Plan is to propose an organization structure and specify roles for ensuring cost control, schedule and quality; and
- 2.1.2 present the Project Control Plan to the Departmental Representative after completion of SO1, Analysis of Project Requirements. The plan is to be updated and presented to the Departmental Representative prior to the end of SO5 Construction\Tender Documents.

SOW3. DESIGN CONCEPT

3.1 The Consultant shall:

- 3.1.1 explore the design options and analyse them against the design and project objectives and submit to the Departmental Representative; Design Concept documents including analytical studies, drawings and other documents in sufficient detail to illustrate the design concept and to demonstrate compliance with the Project Brief;
- 3.1.2 submit a preliminary Construction Cost Estimate, Cost Plan and Project Schedule to confirm the feasibility of the Project; and
- 3.1.3 provide 4 copies of all documents submitted.

SOW4. DESIGN DEVELOPMENT

4.1 The Consultant shall:

- 4.1.1 after acceptance by the Departmental Representative of the Design Concept, prepare and submit to the Departmental Representative, Design Development documents defining and describing the size and character of the entire Project;
- 4.1.2 prepare and submit an updated Construction Cost Estimate based on the Design Development documents, an updated Cost Plan and Project Schedule; and
- 4.1.3 prepare and provide 4 copies of all documents submitted.

SOW5. CONSTRUCTION\TENDER DOCUMENTS

5.1 The Consultant shall:

- 5.1.1 in consultation with the Departmental Representative, prepare fully detailed Construction\Tender Documents, including Bills of Quantity prepared by a qualified Quantity Surveyor suitable for a Firm price arrangement construction contract based on the template Construction\Tender Documents supplied by the Departmental Representative including: Instructions To Bidders, Tender Form, Construction Contract, Interim Certificate Of Completion, Inspection & Acceptance Certificate, Final Certificate Of Completion, Change Order Form, Statutory Declaration and Progress Claim Form.
- 5.1.2 co-ordinate the Commissioning specification described in the Project Brief with the Departmental Representative;



5.1.3 after acceptance by the Departmental Representative of the Design Development documents:

5.1.3.1 prepare and submit to the Departmental Representative all necessary working drawings and specifications for the complete detailing of the requirements for the construction of the Project at each stage of production specified in the A&E Consultant Contract and in the Project Brief.

5.1.3.2 prepare and submit to the Departmental Representative an updated Construction Cost Estimate, Cost Plan and Project Schedule at each specified stage of production; and

5.1.3.3 provide four (4) copies of all documents submitted hereunder.

SOW6. PRE-TENDER CONSTRUCTION COST ESTIMATE

6.1 The Consultant shall prepare for tender call purposes and submit for acceptance a final Construction Cost Estimate based on the approved and stamped Construction Tender Documents, together with a breakdown thereof, in a form satisfactory to the Departmental Representative.

SOW7. TENDER CALL

7.1 The Consultant shall:

7.1.1 ensure key structural resource(s) is/are present at the chancery to participate in a contractor bidder job showing;

7.1.2 be responsible for the production of the required number of copies of the Construction Tender Documents, and for such other documents as are necessary for tender call purposes;

7.1.3 after acceptance by the Departmental Representative of the final submission of the Construction Tender Documents, provide the Departmental Representative with one (1) complete set of the approved and stamped working drawings to scale and Autocad as specified in the Project Brief, suitable for reproduction, and three (3) sets of the approved specifications, one set to be suitable for reproduction, the second set to be properly bound and covered, the third set as specified in the Project Brief;

7.1.4 in consultation with the Departmental Representative, distribute the tender documents in accordance with the tendering strategy;

7.1.5 in consultation with the Departmental Representative, provide information required for interpretation and clarification of the Construction Tender Documents;

7.1.6 in consultation with the Departmental Representative, assist with the preparation and issuance of addenda as necessary; and

7.1.7 attend job or site showings as required.

SOW8. TENDER EVALUATION AND AWARD

8.1 The Consultant shall:

8.1.1 in consultation with the Departmental Representative arrange for the receipt of tenders;

8.1.2 in consultation with the Departmental Representative attend the opening of tender packages and record the names of firms and tendered amount;

8.1.3 in consultation with the Departmental Representative review and evaluate the tenders received based on 'Best Value' for the construction of the Project in accordance with the evaluation criteria set out in the Construction Tender Documents and in accordance with Canadian Government policies and practices; and

8.1.4 recommend the 'Best Value' tender to the Departmental Representative for acceptance.

Phase 2: Construction Oversight (SOW9 to SOW 24)

SOW9. CONSTRUCTION CONTRACT ADMINISTRATION

9.1 Administrative Services

9.1.1 The Consultant shall:

9.1.1.1 provide continuous construction contract administration services and assume full responsibility for construction supervision and administration, including cost control, quality control, scheduling, processing change orders, monitoring the schedule and advising the Departmental Representative of any variances, and liaising with authorities having jurisdiction over the Project site; and

9.1.1.2 accompany the Departmental Representative during all site visits through the duration of the Project.

9.2 Construction Schedule

9.2.1 The Consultant shall:

9.2.1.1 as soon as practical after the award of a Construction Contract, establish with, and request from, the Construction Contractor a detailed construction schedule, and, upon receipt, forward two (2) copies of the Schedule to the Departmental Representative;



9.2.1.2 monitor and report to the Departmental Representative the progress of the construction, relative to the Construction Schedule;

9.2.1.3 notify the Departmental Representative of any delays which may affect the completion date of the Project, and keep accurate records of the causes of delays; and

9.2.1.4 evaluate, and notify the Departmental Representative of, all requests from the Construction Contractor for time extensions, and issue to the Construction Contractor (as directed by the Departmental Representative) directions.

9.3 Construction Meetings

9.3.1 The Consultant shall:

9.3.1.1 instruct the Construction Contractor to hold construction meetings as required by the Construction Contract;

9.3.1.2 advise the Departmental Representative of the dates and times of the proposed meetings and attend all such meetings;

9.3.1.3 maintain a record of the proceedings of such meetings and provide the Departmental Representative with a copy thereof; and

9.3.1.4 notify the Departmental Representative of any urgent issue raised at such meetings requiring his\her attention.

9.4 Clarifications and Interpretations.

9.4.1 The Consultant shall, in consultation with the Departmental Representative provide clarification and interpretation of the Construction\Tender Documents in written or graphic form, as and when required by the Construction Contractor for the proper execution and progress of the construction.

SOW10. SHOP DRAWINGS

10.1 The Consultant shall:

10.1.1 review promptly the shop drawings provided by the Construction Contractor to determine general conformity with the requirements and intent of the Construction\Tender Documents and indicate such general conformity; and

10.1.2 provide the Departmental Representative with one (1) copy when such conformity is confirmed.

SOW11. TESTING AND INSPECTION

11.1 The Consultant shall:

11.1.1 recommend the need for, and review, test reports of materials or construction; and

11.1.2 instruct the Construction Contractor to take remedial action when material or construction fails to comply with the requirements of the Construction Contract, and advise the Departmental Representative accordingly.

SOW12. COMMISSIONING

12.1 The Consultant shall:

12.1.1 ensure the provision of "Operating & Maintenance (O&M) Manuals" and record "As-Built" Drawings. The "O&M Manuals" and the "As-Built" Drawings are to be provided to Foreign Affairs, Trade and Development Canada no later than the dates contained in the Project Brief, Construction Contract and the A&E Consultant Contract; and

12.1.2 ensure the provision of training to building operators and Mission staff and provide Foreign Affairs, Trade and Development Canada with a schedule for the testing and maintenance of building systems.

SOW13. FIELD SERVICES

13.1 The Consultant shall:

13.1.1 make daily visits to the site to approve Construction Contractor's Work in progress and to determine, on an adequate sampling basis, whether the Work is in general conformity with the Construction\Tender Documents;

13.1.2 record deficiencies and progress observed during each site visit; and

13.1.3 provide the Construction Contractor and the Departmental Representative with written reports of the deficiencies noted, and recommend the actions to be taken to rectify them.

SOW14. CHANGES TO WORK UNDER THE CONSTRUCTION CONTRACT

14.1 The Consultant shall:

14.1.1 submit all requests and recommendations for changes to the Work under the Construction Contract and the implications thereof to the Departmental Representative for approval;

14.1.2 obtain quotations from the Construction Contractor for contemplated changes, review the prices for acceptability, assess the effect on construction progress, and submit recommendations to the Departmental Representative; and

14.1.3 upon written authorization by the Departmental Representative, issue Change Orders for all approved changes.

SOW15. CONSULTANT'S PROGRESS CLAIMS

15.1 The Consultant shall:



- 15.1.1 request from the Construction Contractor a cost breakdown of the Construction Contract Award Price in detail appropriate to the size and complexity of the Project, or as may otherwise be specified in the Construction Contract, and submit the cost breakdown to the Departmental Representative prior to the Construction Contractor's first progress claim;
- 15.1.2 examine progress claims promptly and, if acceptable, certify the progress claims for Work completed and materials delivered pursuant to the Construction Contract, and submit them to the Departmental Representative for processing and payment; and
- 15.1.3 if the construction is based on unit prices, measure and record the quantities of labour, materials and equipment involved, for the purpose of certifying progress claims.

SOW16. AS-BUILT DRAWINGS

16.1 The Consultant shall, before issuance of the Interim Certificate of Completion provide the Departmental Representative with two (2) hard copy sets to scale of "As-Built" drawings, one set for Mission, second set for Ottawa Headquarters and one (1) CD Rom copy of Autocad files (Release 2002 or higher) for Ottawa Headquarters incorporating all recorded changes to the original working drawings based on marked-up prints, drawings and other information provided by the Construction Contractor, together with change orders and site instructions, and labelled "As Built" and dated and signed by the Consultant. The Consultant is also to provide a marked-up copy of the specification recording changes related thereto.

SOW17. INTERIM CERTIFICATE OF COMPLETION

17.1 The Consultant shall:

- 17.1.1 ensure that key discipline resources are present at the chancery to participate in the inspection for issuance of the interim certificate of completion;
- 17.1.2 review the substantially completed construction with the Departmental Representative and the Construction Contractor, and record all unacceptable and incomplete construction detected on the Inspection & Acceptance Certificate which forms a part of the Interim Certificate of Completion;
- 17.1.3 request from the Consultant and provide the Departmental Representative with two (2) sets of all Operating and Maintenance manuals ("O&M manuals"), one set for Mission, second set for Ottawa Headquarters, "As Built" drawings and any other documents or spare parts and other items to be provided by the Construction Contractor, in accordance with the Construction Contract and Tender Documentation;
- 17.1.4 prepare and submit to the Departmental Representative for processing, and as a basis for payment to the Construction Contractor, an Interim Certificate of Completion including a completed Inspection & Acceptance Certificate as required by the Construction Contract, together with all supporting documents properly signed and certified; and
- 17.1.5 prepare and submit an Occupancy Permit application to the authorities having jurisdiction over the project site and supply any additional information they may request before issuing the permit. The Consultant shall deliver the Occupancy Permit to the Departmental Representative.

SOW18. FINAL CERTIFICATE OF COMPLETION

18.1 The Consultant shall:

- 18.1.1 advise the Departmental Representative when all the unacceptable and incomplete construction listed on the Inspection & Acceptance Certificate has been completed in general accordance with the Construction Contract; and
- 18.1.2 make a final review of the construction with the Departmental Representative and the Construction Contractor and, if satisfactory, prepare and submit to the Departmental Representative, a Final Certificate of Completion as required by the Construction Contract, together with all supporting documents properly signed and certified, including manufacturers' and suppliers' warranties and guarantees.

SOW19. POST-CONSTRUCTION WARRANTY REVIEW

19.1 The Consultant shall:

- 19.1.1 review from time to time, during the Construction Contractor's warranty period, any defects detected, and instruct the Construction Contractor to make good the defects and advise the Departmental Representative when the said defects have been satisfactorily rectified;
- 19.1.2 prior to the expiry of the warranty period, carry out a review of the Project and record any defects observed or reported, and instruct the Construction Contractor to make good any such defects; and
- 19.1.3 at the end of the warranty period, carry out a final review of the Project and, if satisfied that all recorded defects have been made good and the Project is acceptable, advise the Departmental Representative who will issue a notice of "Final Warranty Inspection" to the Construction Contractor and the Consultant.

SOW20. TIME SCHEDULE



20.1 The Consultant shall:

20.1.1 submit to the Departmental Representative, for approval, a time schedule for the Services to be performed, in detail appropriate to the size and complexity of the Project, and in a format as requested by the Departmental Representative;

20.1.2 adhere to the approved time schedule and, if changes in the approved time schedule become necessary, indicate the extent of, and the reasons for, such changes, and obtain the approval of the Departmental Representative; and

20.1.3 where an increase in time to the approved time schedule for the performance of the Services is required, and such increase is due to the negligence or default of the Consultant, such an increase shall be without prejudice to any rights or remedies of Her Majesty.

SOW21. CHANGE IN SERVICES

21.1 The Consultant shall:

21.1.1 make changes in the Services to be provided for the Project when requested in writing by the Departmental Representative; and

21.1.2 prior to commencing such changes, advise the Departmental Representative of any effects of the changes on the Construction Cost Estimate, Consultant fees, time schedule, and other matters concerning the Project.

SOW22. CODES, BY-LAWS, LICENCES, PERMITS

22.1 The Consultant shall:

22.1.1 observe and comply with all applicable statutes, codes, regulations and by-laws to enable the required consents, approvals, licences and permits necessary for the Project to be obtained;

22.1.2 obtain from local and state authorities all consents, approvals, licences, permits and any other authorizations for the Project to be completed; and

22.1.3 ensure all Services performed by the A&E team complies with applicable laws, regulations, codes, and the most recent version of the National Building Code of Canada. In the event of code requirement differences, the more stringent code requirement will apply.

SOW23. PROVISION OF STAFF

23.1 The Consultant shall, on request, submit to the Departmental Representative for approval, the names, addresses, qualifications and experience and proposed roles of all persons, including principals, to be employed by the Consultant to provide the Services for the Project and any proposed changes shall be submitted to the Departmental Representative for approval.

SOW24. COST CONTROL

24.1 The Consultant shall ensure that, at all stages of Project delivery, the Construction Cost Estimate shall not exceed the Construction Budget.

24.2 If, at any time, the Consultant considers that the Construction Cost Estimate will exceed the Construction Budget, the Consultant shall notify the Departmental Representative, and;

24.2.1 if the excess is due to factors under the control of, or reasonably foreseeable by, the Consultant, the Consultant shall, if requested by the Departmental Representative, and at no additional cost to Her Majesty, make such changes or revisions to the design as may be necessary to bring the Construction Cost Estimate within the Construction Budget, or;

24.2.2 if the excess is due to factors that are not under the control of the Consultant, changes or revisions may be requested by the Departmental Representative. Such changes or revisions shall be undertaken by the Consultant at Her Majesty's expense, and the cost involved shall become an amount to be mutually agreed prior to performance of the additional services.

24.3 If the lowest price obtained by tender exceeds the Construction Budget, and if the excess is due to reasons within the control of, or reasonably foreseeable by, the Consultant, the Consultant shall, if requested by the Departmental Representative, and without additional charge, cooperate in revising the project scope and quality as required to reduce the construction cost and shall modify the Construction Documents as necessary to comply with the Construction Budget.

NOTE: Please refer to B-BDGTN-850 - Project Brief 20220308 included as part of this contract for greater certainty.

DESCRIPTION OF PROJECT

DP1 PROJECT DESCRIPTION AND LOCATION

1.1 The Government of Canada, through Foreign Affairs, Trade and Development Canada, is planning to carry out a seismic retrofit of the main chancery building of the High Commission of Canada to Barbados. The chancery building is 2 stories with partial basement and has a gross floor area of approximately 1674 m². The chancery is located at Bishop Court Hill, St. Michael, Barbados. Generally, the project scope includes but may not necessary be limited to the following items:



- Seismic enhancements of building structural components including walls and foundations to achieve applicable NBC standards. NOTE: The roof diaphragm seismic strengthening has been implemented and is ready for tie-in of the other structural components;
- Seismic restraint (tie-back) of existing m components;
- Correct indirect, long-standing electrical code/life-safety issues; and
- Address the minimum of indirect architectural code/life safety issues.

DP2 PROFESSIONAL SERVICES REQUIRED

2.1 The Consultant is required to deliver the professional services required (see Annex "A" Statement of Work) inclusive of architectural, civil and structural works; mechanical and electrical systems; fire alarm and fire fighting systems; landscaping; interior design; commissioning; interior and exterior signage; and warranty inspection and as more fully described in the Project Brief. The proposed interior design will be subject to reviews by the Foreign Affairs, Trade and Development Canada project team and the Physical Resources Bureau's Design Review Committee in Ottawa. Foreign Affairs, Trade and Development Canada Interior Design Services will be responsible for the selection, procurement and installation of all furnishings throughout the building. Foreign Affairs, Trade and Development Canada is also responsible for any artwork that may be required. Also note that the acquisition and installation of security and information technology systems is the responsibility of Foreign Affairs, Trade and Development Canada. All documentation and communication will be produced in English and, where required by the Departmental Representative, in order to optimize approvals, delivery and implementation, will be translated into French (not local language but to satisfy posting on Buyandsell.gc.ca. Arranging and paying for translation is the responsibility of the Consultant.

DP3 ESTIMATED PROJECT CONSTRUCTION COST

3.1 At present, the overall cost of construction for this project is estimated to be in the range of 1.5 million CAN\$ plus or minus ten percent (10%).

DP4 PROJECT SCHEDULE

4.1 The project requirements are described in the attached Project Brief. Scheduled design start is expected to be July to December, 2022; Tendering May 2023; Construction start October 2023; Construction completion and Handover June, 2025. The Consultant shall carefully review the information provided with this table and make allowances in its proposal for any and all Services required prior to the start of design, for design reviews and Services required to ensure expeditious permit and construction approvals.

DP5 ADVANCING PROJECT SCHEDULE

5.1 Advancing the Project Schedule may be considered at a later stage in the execution of the Services if the Consultant presents an accelerated and credible project delivery strategy for the design and construction in accordance with the Foreign Affairs, Trade and Development Canada approval process and in keeping with the Project parameters of scope, schedule, cost, quality and communication.

DP6 CONSULTANT TO SIGN AND SEAL ALL CONSTRUCTION DOCUMENTS

6.1 All Services performed by the successful Consultant must conform to and comply with all applicable laws, regulations, codes and standards applicable to the project site as well as Canadian codes, regulations and standards including the 1995 National Building Code of Canada. In cases of conflict, the higher standard shall prevail except in case of a conflict with a local mandatory requirement, in which case the local mandatory requirement shall prevail. NOTE the Code date reference is outdated and must be edited Detailed references to other applicable codes, standards and regulations are presented in the Project Brief.

6.2 The Consultant, will be required to sign and seal all Project Plans, Specifications and other construction documents as required by the authorities having jurisdiction over the project site.

DP7 QUALITY ASSURANCE SPECIALIST

7.1 At the discretion of Foreign Affairs, Trade and Development Canada, an independent consultant (e.g., Quality Assurance specialist) may be engaged by Foreign Affairs, Trade and Development Canada to assist Foreign Affairs, Trade and Development Canada with design review, monitoring risk mitigation and quality certification. The Consultant will cooperate with the QA specialist in the discharge of the QA's responsibilities.

ANNEX "B" – TERMS OF PAYMENT

TP1 Payments to the Consultant



- 1.1 The Consultant shall be entitled to receive progress payments at the stages identified in Clause TP2 for the continuous efforts done during each month. For each grouping, described in TP2, the payment will not go over the percentage identified in TP2. Such payments shall be made not later than the due date, which shall be the thirty (30) days following receipt of a properly submitted invoice.
- 1.2 The Departmental Representative shall notify the Consultant within fifteen (15) days after the receipt of an invoice of any error or missing information therein. Payment shall be made not later than thirty (30) days after receipt of the corrected invoice or the required information.
- 1.3 Upon completion of each stage identified in TP2, provided at least one progress payment has been made, the Consultant shall provide a Statutory Declaration evidencing that all the Consultant's financial obligations for services rendered to the Consultant or on the Consultant's account, in connection with this Contract, have been satisfied, before any further payment is made.
- 1.4 Upon written notice by a Sub-Consultant, with whom the Consultant has a direct contract, of an alleged non payment to the Sub-Consultant, the Departmental Representative may provide the Sub-Consultant with a copy of the latest approved progress payment made to the Consultant for the Services.
- 1.5 Upon the satisfactory completion of all Services, the amount due, less any payments already made, shall be paid to the Consultant not later than thirty (30) days after receipt of a properly submitted invoice, together with the Final Statutory Declaration in accordance with Clause TP1.3.

TP2 Payment Stages

- 2.1 Payments in respect of the Firm Price shall be made during the performance of the Services at the following stages, up to the amounts specified below:

Initial Contract (Phase 1: Design)

Stage 1 Analysis of project requirements and Design Concept. Upon approval of the Design Concept Documents, an amount up to 17% of the Phase 1: Design Firm Price;

Stage 2 Design Development. Upon approval of the Design Development Documents, an accumulative amount up to 34% of the Phase 1: Design Firm Price (17% this Stage);

Stage 3 Construction Documents. Upon approval of the Construction Documents, an accumulative amount up to 94% of the Phase 1: Design Firm Price (60% this Stage);

Stage 4 Tender Call and Construction Contract Award. Upon award of a Construction Contract, an accumulative amount up to 100% of the Phase 1: Design Firm Price (6% this Stage);

Optional Services (Phase 2: Construction Oversight)

Stage 5 Construction and Contract Administration. Upon issuance of the Interim Certificate of Completion of the Construction Contract, an accumulative amount up to 90% of the Construction Oversight Firm Price (90% this Stage); and

Stage 6 Post Construction. Upon completion of the warranty reviews, an accumulative amount up to one hundred percent (100%) of the Construction Oversight Firm Price (10% this Stage).

- 2.2 Progress payments in respect of stages 1 to 4 inclusive may be made up to an amount not exceeding the value of the price indicated for each stage under consideration.
- 2.3 Progress payments in respect of Stage 5 may be made in proportion to the Firm Price of the construction work completed and approved for payment under the Construction Contract.

TP3 Travel and Living Expenses



The Consultant will be reimbursed its authorized travel and living expenses reasonably and properly incurred in the performance of the Work, at cost, without any allowance for profit and/or administrative overhead, in accordance with the meal, air fare, and private vehicle allowances specified in Appendices B, C and D of the [National Joint Council Travel Directive](#), and with the other provisions of the directive referring to "travellers", rather than those referring to "employees". Canada will not pay the Consultant any incidental expense allowance for authorized travel.

All travel must have the prior authorization of the Departmental Representative.

All payments are subject to Government of Canada audit.

In the event that a trip to the construction site is scheduled and organized, but for whatever reason is subsequently cancelled by the Departmental Representative, Her Majesty shall reimburse the Consultant for the direct costs of cancellation of the trip incurred by them.

There shall be no reimbursement of travel related to the performance of SOW 13.

TP4 Other Direct Expenses

The Consultant will be reimbursed for the direct expenses reasonably and properly incurred in the performance of the Work, including required travel visa applications and immunizations. Travel may require immunization and current information on destinations should be consulted. Travel arrangements DFATD will reimburse the cost for all Visas, but it is the Consultant's responsibility to get the visa. Information concerning travelling abroad may be found at <https://travel.gc.ca/travelling/advisories>.

These expenses will be paid at actual cost without mark-up, upon submission of an itemized statement supported by receipt vouchers.

TP5 Delayed Payment

- 5.1 Subject to Clause TP5.4 below, if Her Majesty delays in making a payment that is due in accordance with Clause TP1, the Consultant will be entitled to receive interest on the amount that is overdue for the period of time as defined in Clause TP5.2 including the day previous to the date of payment. Such date of payment shall be deemed to be the date on the cheque given for payment of the overdue amount. An amount is overdue when it is unpaid on the first day following the due date described in Clause TP1.1.
- 5.2 Except as provided for in Clause TP5.4, interest shall be paid on all amounts that are not paid by the due date or fifteen (15) days after the Consultant has delivered a Statutory Declaration in accordance with Clauses TP1.2 or TP1.3, whichever is the later.
- 5.3 The rate of interest shall be the Average Bank Rate plus three percent (3%) per year on any amount which is overdue pursuant to Clause TP5.1.
- 5.4 With respect to amounts which are less than fifteen (15) days overdue, no interest shall be payable or paid if a payment is made within the said fifteen (15) days unless the Consultant so demands after such amounts have become due.

TP6 Claims Against, and Obligations of the Consultant

- 6.1 The Consultant shall discharge all lawful obligations, and shall satisfy all lawful claims against the Consultant, for services rendered to, or on behalf of, the Consultant in respect of the Contract, at least as often as the Contract requires Her Majesty to pay the Consultant.
- 6.2 Her Majesty may, in order to discharge lawful obligations of, and satisfy lawful claims against, the Consultant for services rendered to, or on behalf of, the Consultant in respect of the Contract, pay any amount that is due and payable to the Consultant pursuant to the Contract directly to the claimants against the Consultant.
- 6.3 A payment made pursuant to Clause TP6.2 is, to the extent of the payment, a discharge of Her Majesty's liability to the Consultant under the Contract, and will be deducted from an amount payable to the Consultant under the Contract.
- 6.4 For the purposes of this clause a claim shall be considered lawful when it is so determined:
 - 6.4.1 by a court of legal jurisdiction, or
 - 6.4.2 by an arbitrator duly appointed to arbitrate the said claim, or
 - 6.4.3 by a written notice delivered to the Departmental Representative and signed by the Consultant authorizing payment of the said claim or claims.

TP7 No Payment for Errors and Omissions



- 7.1** The Consultant shall not be entitled to payment in respect of costs incurred by the Consultant in remedying errors and omissions in the Services that are attributable to the Consultant, the Consultant's employees, or persons for whom the Consultant has assumed responsibility in performing the Services.

TP8 Payment for Changes and Revisions

- 8.1** Payment for any additional or reduced Services provided by the Consultant and authorized by the Departmental Representative shall be made in accordance with the terms of such authorization and these Terms of Payment.
- 8.2** Notwithstanding clause TP8.1, Her Majesty accepts no liability for any additional Services done by the Consultant over and above that required to be done by this Contract, unless a specific amendment is issued authorizing the Consultant to do such additional Services. Payment for any additional or reduced Services provided by the Consultant and authorized by the Departmental Representative shall be made in accordance with the terms of such authorization and these Terms of Payment.

TP9 Suspension Costs

- 9.1** During a period of suspension of the Services, the Consultant shall minimize all costs and expenses relating to the Services that may occur during the suspension period.
- 9.2** Within fourteen (14) days of notice of such suspension, the Consultant shall submit to the Departmental Representative a schedule of costs and expenses, if any, that the Consultant expects to incur during the period of suspension, and for which the Consultant will request reimbursement.
- 9.3** Payment shall be made to the Consultant for those costs and expenses that are substantiated as having been reasonably incurred during the suspension period.

TP10 Termination Costs

- 10.1** In the event of termination of this Contract, Her Majesty shall pay, and the Consultant shall accept in full settlement, an amount based on these Terms of Payment, for Services satisfactorily performed, plus an amount to compensate the Consultant for reasonable costs and expenses, if any, that are related to the Services not performed and incurred after the date of termination.
- 10.2** Within fourteen (14) days of notice of such termination, the Consultant shall submit to the Departmental Representative a schedule of costs and expenses incurred plus any additional costs that the Consultant expects to incur after the date of termination, and for which the Consultant will request reimbursement.
- 10.3** Payment shall be made to the Consultant for those costs and expenses that are substantiated as having been reasonably incurred after the date of termination.

TP11 DISBURSEMENTS

- 11.1** Disbursements by the Consultant are included in the Firm Price.



ANNEX "C" - SECURITY REQUIREMENTS CHECKLIST (SRCL)



Contract Number / Numéro du contrat 22-209394
Security Classification / Classification de sécurité UNCLASSIFIED

SECURITY REQUIREMENTS CHECK LIST (SRCL) / LISTE DE VÉRIFICATION DES EXIGENCES RELATIVES À LA SÉCURITÉ (LVERS)

PART A - CONTRACT INFORMATION / PARTIE A - INFORMATION CONTRACTUELLE

1. Originating Government Department or Organization / Ministère ou organisme gouvernemental d'origine DFATD	2. Branch or Directorate / Direction générale ou Direction ACM/AWD/AWP
---	---

3. a) Subcontract Number / Numéro du contrat de sous-traitance	3. b) Name and Address of Subcontractor / Nom et adresse du sous-traitant TBD
--	--

4. Brief Description of Work / Brève description du travail
Architecture and Engineering services

5. a) Will the supplier require access to Controlled Goods? / Le fournisseur aura-t-il accès à des marchandises contrôlées? No / Non Yes / Oui

5. b) Will the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control Regulations? / Le fournisseur aura-t-il accès à des données techniques militaires non classifiées qui sont assujetties aux dispositions du Règlement sur le contrôle des données techniques? No / Non Yes / Oui

6. Indicate the type of access required / Indiquer le type d'accès requis

6. a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets? / Le fournisseur ainsi que les employés auront-ils accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS? (Specify the level of access using the chart in Question 7. c.) / (Préciser le niveau d'accès en utilisant le tableau qui se trouve à la question 7. c.) No / Non Yes / Oui

6. b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas? No access to PROTECTED and/or CLASSIFIED information or assets is permitted. / Le fournisseur et ses employés (p. ex. nettoyeurs, personnel d'entretien) auront-ils accès à des zones d'accès restreintes? L'accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS n'est pas autorisé. No / Non Yes / Oui

6. c) Is this a commercial courier or delivery requirement with no overnight storage? / S'agit-il d'un contrat de messagerie ou de livraison commerciale sans entreposage de nuit? No / Non Yes / Oui

7. a) Indicate the type of information that the supplier will be required to access / Indiquer le type d'information auquel le fournisseur devra avoir accès

Canada <input checked="" type="checkbox"/>	NATO / OTAN <input type="checkbox"/>	Foreign / Étranger <input type="checkbox"/>
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7. b) Release restrictions / Restrictions relatives à la diffusion

No release restrictions / Aucune restriction relative à la diffusion <input type="checkbox"/>	All NATO countries / Tous les pays de l'OTAN <input type="checkbox"/>	No release restrictions / Aucune restriction relative à la diffusion <input type="checkbox"/>
Not releasable / À ne pas diffuser <input type="checkbox"/>		
Restricted to: / Limité à: <input type="checkbox"/>	Restricted to: / Limité à: <input type="checkbox"/>	Restricted to: / Limité à: <input type="checkbox"/>
Specify country(ies): / Préciser le(s) pays:	Specify country(ies): / Préciser le(s) pays:	Specify country(ies): / Préciser le(s) pays:

7. c) Level of information / Niveau d'information

PROTECTED A / PROTÉGÉ A <input checked="" type="checkbox"/>	NATO UNCLASSIFIED / NATO NON CLASSIFIÉ <input type="checkbox"/>	PROTECTED A / PROTÉGÉ A <input type="checkbox"/>
PROTECTED B / PROTÉGÉ B <input checked="" type="checkbox"/>	NATO RESTRICTED / NATO DIFFUSION RESTREINTE <input type="checkbox"/>	PROTECTED B / PROTÉGÉ B <input type="checkbox"/>
PROTECTED C / PROTÉGÉ C <input type="checkbox"/>	NATO CONFIDENTIAL / NATO CONFIDENTIEL <input type="checkbox"/>	PROTECTED C / PROTÉGÉ C <input type="checkbox"/>
CONFIDENTIAL / CONFIDENTIEL <input type="checkbox"/>	NATO SECRET / NATO SECRET <input type="checkbox"/>	CONFIDENTIAL / CONFIDENTIEL <input type="checkbox"/>
SECRET / SECRET <input type="checkbox"/>	COSMIC TOP SECRET / COSMIC TRÈS SECRET <input type="checkbox"/>	SECRET / SECRET <input type="checkbox"/>
TOP SECRET / TRÈS SECRET <input type="checkbox"/>		TOP SECRET / TRÈS SECRET <input type="checkbox"/>
TOP SECRET (SIGINT) / TRÈS SECRET (SIGINT) <input type="checkbox"/>		TOP SECRET (SIGINT) / TRÈS SECRET (SIGINT) <input type="checkbox"/>



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PART A (continued) / PARTIE A (suite)

8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets? No Yes
 Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS? Non Oui
 If Yes, indicate the level of sensitivity:
 Dans l'affirmative, indiquer le niveau de sensibilité :

9. Will the supplier require access to extremely sensitive INFOSEC information or assets? No Yes
 Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate? Non Oui
 Short Title(s) of material / Titre(s) abrégé(s) du matériel :
 Document Number / Numéro du document :

PART B - PERSONNEL (SUPPLIER) / PARTIE B - PERSONNEL (FOURNISSEUR)

10. a) Personnel security screening level required / Niveau de contrôle de la sécurité du personnel requis

- | | | | |
|---|---|---|--|
| <input checked="" type="checkbox"/> RELIABILITY STATUS
COTE DE FIABILITÉ | <input type="checkbox"/> CONFIDENTIAL
CONFIDENTIEL | <input type="checkbox"/> SECRET
SECRET | <input type="checkbox"/> TOP SECRET
TRÈS SECRET |
| <input type="checkbox"/> TOP SECRET- SIGINT
TRÈS SECRET - SIGINT | <input type="checkbox"/> NATO CONFIDENTIAL
NATO CONFIDENTIEL | <input type="checkbox"/> NATO SECRET
NATO SECRET | <input type="checkbox"/> COSMIC TOP SECRET
COSMIC TRÈS SECRET |
| <input type="checkbox"/> SITE ACCESS
ACCÈS AUX EMPLACEMENTS | | | |

Special comments:
Commentaires spéciaux : All consultant team members must be escorted by CBS when accessing restricted areas of the Embassy

NOTE: If multiple levels of screening are identified, a Security Classification Guide must be provided.
REMARQUE : Si plusieurs niveaux de contrôle de sécurité sont requis, un guide de classification de la sécurité doit être fourni.

10. b) May unscreened personnel be used for portions of the work? No Yes
 Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail? Non Oui
 If Yes, will unscreened personnel be escorted? No Yes
 Dans l'affirmative, le personnel en question sera-t-il escorté? Non Oui

PART C - SAFEGUARDS (SUPPLIER) / PARTIE C - MESURES DE PROTECTION (FOURNISSEUR)

INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS

11. a) Will the supplier be required to receive and store PROTECTED and/or CLASSIFIED information or assets on its site or premises? No Yes
 Le fournisseur sera-t-il tenu de recevoir et d'entreposer sur place des renseignements ou des biens PROTÉGÉS et/ou CLASSIFIÉS? Non Oui
 11. b) Will the supplier be required to safeguard COMSEC information or assets? No Yes
 Le fournisseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC? Non Oui

PRODUCTION

11. c) Will the production (manufacture, and/or repair and/or modification) of PROTECTED and/or CLASSIFIED material or equipment occur at the supplier's site or premises? No Yes
 Les installations du fournisseur serviront-elles à la production (fabrication et/ou réparation et/ou modification) de matériel PROTÉGÉ et/ou CLASSIFIÉ? Non Oui

INFORMATION TECHNOLOGY (IT) MEDIA / SUPPORT RELATIF À LA TECHNOLOGIE DE L'INFORMATION (TI)

11. d) Will the supplier be required to use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED information or data? No Yes
 Le fournisseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniquement des renseignements ou des données PROTÉGÉS et/ou CLASSIFIÉS? Non Oui
 11. e) Will there be an electronic link between the supplier's IT systems and the government department or agency? No Yes
 Disposera-t-on d'un lien électronique entre le système informatique du fournisseur et celui du ministère ou de l'agence gouvernementale? Non Oui



Contract Number / Numéro du contrat 22-209394
Security Classification / Classification de sécurité UNCLASSIFIED

PART D - AUTHORIZATION / PARTIE D - AUTORISATION

13. Organization Project Authority / Chargé de projet de l'organisme

Name (print) - Nom (en lettres moulées) Andy Butler	Title - Titre Project Manager	Signature Butler, Andy	Digitally signed by Butler, Andy Date: 2021.11.25 11:14:02 -05'00'
Telephone No. - N° de téléphone 343-203-8232	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel Andy.Butler@international.gc.ca	Date 2021-11-25

14. Organization Security Authority / Responsable de la sécurité de l'organisme

Name (print) - Nom (en lettres moulées) Dejan Nuic	Title - Titre Manager, Personnel Security Screening and Contracting	Signature nuic, Dejan	Digitally signed by nuic, Dejan Date: 2021.12.01 15:02:02 -05'00'
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel dejan.nuic@international.gc.ca	Date

15. Are there additional instructions (e.g. Security Guide, Security Classification Guide) attached? / Des instructions supplémentaires (p. ex. Guide de sécurité, Guide de classification de la sécurité) sont-elles jointes? No / Non Yes / Oui

16. Procurement Officer / Agent d'approvisionnement

Name (print) - Nom (en lettres moulées) Brent Hygaard	Title - Titre Procurement Specialist	Signature hygaard, brent
Telephone No. - N° de téléphone 343-573-5242	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel brent.hygaard@international.gc.ca
		Date 2022-01-26

17. Contracting Security Authority / Autorité contractante en matière de sécurité

Name (print) - Nom (en lettres moulées)	Title - Titre	Signature
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel
		Date